

Registrar
X- Office Stamp Vendor
d.O. [OB] Banga Reddy Dina

(N.J.) SL.NO. भारत 97950 HPAALA आंध्र प्रदेश
PURCHASER 119065 DEC 14 2004
INCORPORATED IN INDIA
SIG OF S.R. 0000300 PB1080
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)
R.R. DIST. STAMP DUTY ANDHRA PRADESH

COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

OF

Dr. N.R.K. BIO - TECH PRIVATE LIMITED

1. Save as reproduced herein, the regulations contained in Table A in the first schedule to the Companies Act, 1956, shall not apply to the Company.
2. The provisions of the Companies Act, 1956 and or any statutory modifications hereof at any time shall apply to the Company. Wherein the construction or interpretation of any of the following regulations it is found that the same are inconsistent or repugnant to the provisions of the aforesaid Act, the provisions of the Companies Act, 1956, with any statutory modifications thereof shall apply. The marginal notes hereto shall not effect the construction hereof in these present, unless there is something in the subject or context inconsistent therewith. Words and expressions contained in these regulations shall bear the same meaning as in the Companies Act, or any statutory modifications thereof.

"The Company means Dr. N.R.K. Bio-Tech Private Limited.

"The Act" means the Companies Act, 1956, "Dividend" includes Bonus.

"The Office" means the registered Office, for the time being, of the Company.

"The Register" means the Register of Members to be kept pursuant to the said Act. "The proxy" includes Attorney duly constituted under a power of attorney.

"Month" means English Calendar month. "Year" means English calendar year.

"In writing" or "Written" means and includes words printed, lithographed, represented or reproduced in any mode in a visible form

"The Directors" means the directors, for the time being of Company and includes alternate Directors. "Executor" or "Administrator" means a person who has obtained probate or Letter of Administration, as the case may be, from some convenient Court having effect in India and shall include an Executor or Administrator or the holder of a certificate, appointed or granted by such competent Court and authorized to negotiate or transfer the shares of the deceased member. Words importing the singular number include the plural and vice versa. Words importing person include corporation, words importing the masculine gender shall include the feminine gender and vice versa.

3. (i) The authorized share capital of the Company is Rs. 25,00,000 (Twenty Five Lakhs Only) divided into 2,50,000 (Two Lakhs Fifty Thousand only) equity shares of rs. 10. (Rupees ten only) each with the rights, privileges and conditions attached thereto as are provided by the regulations of the Company for the time being with power to increase and reduce the capital of the Company and to divide the shares in the capital for the time being into several classes and attach thereto respectively subject to the laws for the time being in force, such rights, privileges or conditions as may be determined by or in accordance with regulations of the Company and to vary, modify, abrogate any such rights privileges or conditions in such manner as may for the time being be provided by the regulations of the company.

(ii) The company is a Private limited

company within the meaning of Sec

3 (1)(iii) of the Act and accordingly

it shall not be permitted to the public to subscribe for any shares or debentures of the company.

- Subject to the provisions of Section 80 of the Act and these Articles, Company shall have power to issue preference Shares carrying a right to redemption out of profits or out of proceeds of a fresh issue of shares made for purposes of such redemption or liable to be so deemed at the option of the Company.

The rights conferred up on the holders of the shares of any class with preferred Further issue of same class or other rights shall not, unless otherwise expressly provided by the terms of Shares issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

Subject to the provisions of the companies Act, 1956 and these Articles, the shares shall be under the control of the Directors, who may allot or otherwise Shares at the dispose of the same to such persons, on such terms and conditions and at such times as the Directors think fit. Provided that option or right to call of shares shall not be given to any person or persons without the sanction of the Company in general Meeting and where at any time it is proposed to increase the subscribed capital of the Company by the issue of new shares then, subject to the provisions of Section 81 of the Act the Board shall issue such shares in the manner provided therein.

The joint holders of a share shall be severally as well as jointly liable for the liability of joint holder of payment of all instalments and calls and interest on instalments and calls due such shares.

Every share holder shall name to the Company a place in India to be registered as his Address, and such address shall, for all purposes be deemed is place of residence

Shares may be registered in the name of any person, the joint holders or any limited company, But not more then fore persons be registered as joint holders of any share.

Subject to the provisions of Section 153A, 153B and 187B of the Act and the except as required by law, no person shall be recognised by the company as holding any shares upon any trust, and the Company shall not, save as ordered by some Court of competent jurisdiction, bound by or be compelled in any way to recognize [even when having notice there of any benumb equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share [except only as by these regulations or by law otherwise provided or any other rights in respect of any share except an absolute right thereto in the person or persons from time to time registered as the holder or holders thereof

12. The Directors may allot and issue shares in the capital of the Company in payment or part payment for any property sold or transferred, goods or machinery supplied or for services rendered to the Company in or about the formation or promotion of the Company, or the conduct of its business and any shares, which may be so allotted, may be issued as fully "paid up shares and if so issued shall be deemed to be fully paid up shares."

13. The Company may, on any issue of shares or debentures, pay such brokerage as may be reasonable and lawful.

14. In addition to the payment of any reasonable sums as brokerage, the company may, at any time pay a commission of an person per subscribing or agreeing to subscribe [whether absolutely or conditionally] for any shares debenture or debenture- stock is in company or procuring of agreeing

Commission

to procure subscription [whether absolutely or conditionally] for any shares debentures or debenture stock in the company but show that [if the commission shall be paid or payable out of the capital] the commission shall not exceed 5 percent of the price at which the shares are issued or 2 1/2 % of the price at which debenture or issued

15. The Commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.
16. Every person whose name is entered as a member in the register of members shall be entitled to receive within ten weeks of closure of subscription list or one month after the application for the registration of the transfer of any share [or within such other period as the conditions of issue shall provide]:-
 - [a] One certificate for all his shares of each class without payment,
 - [b] Several certificates, each for one or more of such shares, upon payment of one rupee for every certificate after the first, or such less sum as the Directors may determine. the expression "transfer" for the purpose of this article means a transfer duly stamped & otherwise valid and does not include any transfer which the Company is for any reason entitled to refuse to register and does not register.
17. Every Share Certificate shall be issued under the Common Seal of the Company and shall be signed by (i) two Directors, (ii) a Secretary or any other person authorised for the purpose by the Board of Directors. Every certificate shall specify the shares to which it relates and the amount paid up there upon.
18. In respect of any share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for share to first named person of several joint-holders shall be sufficient delivery to all such holders.
19. If any certificate be worn out or defaced, or if there is no further cage on the back thereof for the endorsements of transfer, then upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof and if any certificate is proved to have been lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity, as the Directors deem adequate being given, a new certificate in lieu thereof may be given to the party entitled to such lost or destroyed certificate.
20. The sum of two rupees, the out of pocket expenses incurred by the company in investigation for evidence and the advertisement cost or such less sum as the Directors may determine shall be paid to the company for every such new certificate and the like fee shall payable in respect of each sub-division of certificates.

Provided that no fee shall be charged for sub-division or consolidation of certificates into lots of the market unit or for issue of new certificates in replacement of those which are old, decrepit or worn out or where cages on the reverse for the endorsements for transfer have been fully utilized.
21. None of the funds of the Company shall be employed in the purchase of or lent on shares of the Company, and the Company shall not except as permitted by Section 77 of the Act give any financial assistance for the purpose of or in connection with any purchase of shares in the Company.

CALLS ON SHARES

22. The Board of Directors may, by a resolution passed at a meeting of the Board from time to time, subject to any terms on which any shares may have been issued, make such calls as they think fit upon the shareholders in respect of all money unpaid on the shares held by them respectively, and each member

shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Board. A call may be made payable by installments.

23. A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed.

24. At least thirty clear day's notice of any call shall be given by the Company (either by letter to the members or by advertisement) specifying Company (either by letter to or the time and place of payment, and to whom such call shall be paid.

When call deemed to have been made

25. (i) If by the terms of issue of any share or otherwise any amount is made payable on allotment or at any fixed time or by installments at fixed times, whether on account of the nominal amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installment, accordingly.

Notice of call amount payable at fixed times or by installments payable as calls

(ii) In the case of non-payment of such sum all the relevant provisions of these Articles to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

26. If the sum payable in respect of any call or installment be not paid on or before the day appointed for the payment thereof the holder for the time being of the share in respect of which the call shall have been made or the installment shall be due shall pay interest for the same at the rate of 9 percent per annum or at such rate as the Directors may determine from time to time from the day appointed for the payment thereof to the time of actual payment. The Directors shall be at liberty to waive payment of any such interest, wholly or in part.

When interest on call or installment payable

27. The Directors may, subject to Section 92 of the Companies Act, 1956, receive from any member willing to advance the same all or any part of money unpaid upon the shares held by him beyond the sums actually called for and upon the money so paid in advance or so much thereof as from time to time exceeds the amount of calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not less than 6 % p.a., as the member paying such sum in advance and the Directors agree upon. Money so paid in excess of the amount of calls shall not rank for dividend or participate in profits until it is appropriated towards satisfaction of any call. The Directors may at any time repay the amount so advanced.

Payment of calls in advance

28. No call shall exceed one fourth of the nominal value of a share, or be payable at less than one month from the date fixed for the payment of the last preceding call. A call may be revoked or postponed at the discretion of the Board.

Amount and time of call

29. On the trial of hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders, of the shares in respect of which such debts accrued, that the resolution making the call is duly recorded in the minute book; and that notice of such call was duly given to the member, in pursuance of these presents, and it shall not be necessary to prove the appointment of the Directors who made such call for any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Evidence in action for call

FORFEITURE SURRENDER & LIEN

30. If any Member fails to pay any call, or installment, on or before the day appointed for payment thereof the Directors may at any time thereafter

If call or installment not paid notice to be given

during such time as the call or instalment remains unpaid, serve notice on him to pay the same together with any interest that may have accrued, by the Company by reason of such non-payment and stating that in the event of non-payment on or before some day to be named in the notice (such day not being less than fourteen days from time date of service of such notice) and at some place (either the Officer or a Bank) named in such notice, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

- If notice not complied with
shares may be forfeited
31. If the requisitions of such notice are not complied with, any share in respect of which such notice has been given may at any time thereafter, may be forfeited in the by a resolution of the Board of Directors, and the forfeiture shall be recorded in the Directors Minute Book, and the holder of such share shall there on cease to have any interest therein, and his name shall be removed from the Register as such holder, and there upon notice shall be given to him of such removal, and an entry of the forfeiture with the date thereof shall forthwith be made in the register but no forfeiture shall be in any manner invalidated by any O-SSIOU or neglect to give such notice to or to make such entry as aforesaid.
- Effect of forfeiture
32. The forfeiture of a share shall involve the extinction of an interest in and also of all claims and demands against the Company in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
- Arrear to be paid not
withstanding forfeiture
33. Any person whose shares shall be so forfeited shall cease to be a member . you respect of the forfeited share, but shall, notwithstanding the forfeiture, be liable to pay and shall forthwith, pay to the Company all calls or installment, interest or in respect of such shares at the time of forfeiture together with interest thereon from the time of forfeiture until payment at the rate of 12 percent per annum, or at such rate as the Directors may determine. All liability of such person shall cease if and when the company shall have received payment in full of all such amounts due in respect of the shares.
- Forfeited share to
become property of
the company
34. Any share so forfeited shall be deemed to be the property of the Company and the Board of Directors may sell re-allot, or otherwise dispose of the same in such manner as they think fit.
- Power to annual forfeiture
35. The Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.
- Declaration for forfeiture
of Shares
36. A duly verified declaration 'in the writing that the declaring is a Director or the Secretary of the Company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- Lien on Shares
37. Shares, which are fully paid-up, shall be free from all lien and in the case of partly paid shares, the Company shall have a lien which shall be restricted to money called or payable at a fixed time in respect of such shares.
- As to enforcing a lien by
sale
38. The Directors shall be entitled to give effect to such lien by sale or forfeiture and re-issue of the shares subject thereto or by retaining all dividends and profits in respect thereof or by any combination of the said means but no sale or forfeiture shall be made, until such period as aforesaid shall have arrived, and unless a sum in respect of which the lien exists is presently payable and until notice in writing of the intention to sell or forfeit shall have been served on such member, his executors or administrators and default shall have been made b him or by them in the payment, fulfillment, or discharge of such debts liabilities or engagements for seven days after such notice.

39. Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers herein before given, the Directors may cause the purchasers name to be entered in the register in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person.

Validity of Sale

40. (i) The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

Application of proceeds of sale

(ii) The residue, if any, subject to a like lien for sums and presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale, or to his executors, administrators, committee, curator or other representative.

41. Where any shares under the power, in that behalf of herein contained are sold by the Directors, and the certificate thereof has not been delivered to the Company by the former holders of the said shares, the Directors may issue a new certificate for such shares distinguishing it in such manner as they think fit from the certificate not so delivered up.

Directors may issue new certificates

42. Subject to the provisions of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his shares.

Surrender of share

SHARE WARRANTS

43. With the previous approval of the Central Government the Company may issue share warrants subject to and in accordance with the provisions of Section 114 and 115 of the Act; and accordingly, the Board may in its discretion, with respect to any share which is fully paid, on application in writing signed by the person registered as holder of the share and authenticated by such evidence [if any], as the Board may, from time to time, require as to the identity of the person signing the application and on receiving the certificate [if any] of the share, and the amount of the stamp duty on the warrant and such fee as the Board may from time to time require, issue a share warrant.

Power to issue share warrants

44. (i) The bearer of a share warrant may at any time deposit the warrant at the office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of the signing a requisition for calling meeting of the Company, and of attending and voting and exercising and other privileges of a member at any meeting held after the expiry of two clear days from the date of deposit, as if his name were inserted in the register of members as the holder of the shares included in the deposited warrant.

Rights of depositor of share warrant

(ii) Not more than one person shall be recognised as depositor of the share warrant.

(iii) The Company shall on two day's written notice, return the deposited share warrant to the depositor.

45. (i) Subject as herein otherwise expressly provided, no person shall as bearer of a share warrant, sign a requisition for calling a meeting of the Company, or attend or vote to exercise any other privilege of member at a meeting of the Company, or be entitled to receive any notices from the Company, nor shall share warrants be taken into account for purposes of share qualification of director.

Rights of bearer of share warrant

(ii) The bearer of share warrant shall be entitled in other respect to the same privileges and advantages as if he were named in the

register of members as the holder of a share included in the warrant, and he shall be a member of the Company.

- Renewal of share warrant 46. The Board may, from time to time make rules as to the terms on which [if it shall think fit] a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.

TRANSFER & TRANSMISSION OF SHARES

- Transfer of share 47. The transfer of shares and debentures shall be effected by an instrument in writing, duly stamped, in the usual common form, modified so as to suit the circumstances of the parties, and shall be executed both by the transferor and the transferee whose executions shall be attested by atleast one witness, who shall and his address and the transferor shall be deemed to remain the holder of such shares until the name of the transferee shall have been entered in the register in respect thereof
- Instrument of Transfer to be deposited 48. Every instrument of transfer shall be deposited with the company, and no transfer shall be registered until such instrument shall be deposited together with the certificate of the shares or debentures to be transferred, and together with any other evidence the Directors may required the title of the transferor, or his right to transfer the shares or debentures. The instrument of transfer, shall, after registration be kept by the Company, but all instruments of transfer, which the Directors may decline to register, shall be returned to the person depositing the same. One instrument of transfer should be in respect of only one class of shares. The Directors may waive the production of the instrument of transfer of any certificate upon evidence satisfactory to them of its loss or destruction, and on such terms as to in demmty as the Board of Directors may think fit.
- Power of Board to refuse registration to transfer 49. The Board may, without assigning any reasons but subject to the right of appeal conferred by Section 111, decline to register any transfer of shares or Debentures upon which the Company has a lien, and in the case of shares which are not fully paid up, may refuse to register a transfer to a transferee of whom the Board does not approve. No transfer shall be made to an infant or person of unsound mind.
- Provided that registration of transfer shall not be refused on the ground of the tranfror being, either alone or jointly with any other person or persons, indebted to the Company on any account whatsoever except a @-en on shares.
- Notice of refusal 50. If registration of the transfer of a share or debenture of the Company is refused, the Directors shall within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal.
- Closing of share transfer books & register 51. The Directors may, on giving seven days previous notice by advertise- ment in some newspaper circulating in the district in which the registered office of the Company is situate, close the register of members for any time or times not exceeding thirty days at a time, but not exceeding in the whole forty five days in each year.
- Transmission of registered shares 52. The executors or administrators or the holder of succession certificate in respect of shares of a deceased member [not being one of several joint holders] shall be the only person, whom the Company shall recognize as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint-holders of any registered shares the survivors shall be the only persons recognized by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. Before recognizing

any executor or administrator or legal heir, the Directors may require him to obtain a grant of probate or letters of administration, as the case may be from some competent Court provided nevertheless that in any case where the Directors to dispense with the production think fit, it shall be lawful for the Directors to dispense with the production of probate or letters of administration upon such terms as to indemnity or otherwise as the Directors may consider desirable. Provided, also that, if the member was a member of a joint Hindu mitakshara family, the Directors on being satisfied to that effect and on being satisfied that the share standing in his name in fact belonged to the joint family, may recognise the survivors thereof as having title to the share registered in the name of such member but this proviso shall in no way be deemed to modify or nullify the provisions contained in Articles 10 and 11 hereof

53. Any committee or guardian of a lunatic or infant member or any person becoming entitled to transfer shares or debentures in consequence of the death, bankruptcy or insolvency of any such member, or otherwise than by transfer may, with consent of the Directors [which they shall not be under any obligation to give], be registered as a member upon such evidence of his title being produced, as may, from time to time, be required by the Directors or such person, instead of being registered himself may subject to the regulations as to transfer here in before contained, transfer such shares. the Board shall, in either case, have the same right to decline or suspend registrations as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

As to transfer of shares of deceased or bankrupt member

54. (i) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

As to notice or election of transmission

- (ii) if the person so becoming entitled shall elect to be registered as holder of the share himself he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

- (iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of the transfers of shares shall be applicable to any such notice or transfer as aforesaid, as if the death or insolvency of the member had not occurred, and the notice or transfer where a transfer signed by that member.

55. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share

Transmission Clause

Provided that the Board may, at any time give notice requiring any such notice person to elect either to be registered himself to transfer the share, and if the notice is not complied with within ninety days; the Board may thereafter withhold payment of all dividends, bonuses or other money payable in respect of the share, until the requirements of the notice have been complied with.

The provisions of these articles shall mutatis mutandis apply to the transfer of on the transmission by operation of law of the right to defeatures of the company.

ALTERATION OF CAPITAL

56. The company in General Meeting may, from time to time, increase the capital by creating and/or issuing new shares. the new capital may be divided into Preference shares or Equity shares and may be issued upon

Increase of capital

such terms and conditions and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation and or issuing thereof shall direct and if no direction be given, as the Board of Directors shall determine and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company.

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| Same as original Capital | 57. Any capital raised by the creation and/or issue of new shares shall be considered as part of the original capital in all respects so far as may be subject to the foregoing provisions with reference to the payment of calls and instalments transfer and transmission forfeiture and surrender unless it may be otherwise resolved by the General Meeting sanctioning the increase. |
| Reduction of capital | 58. The Company may subject to confirmation by the Court, from time to time, by Special Resolution, reduce its capital in any way and particular and without prejudice to the generality of the foregoing provisions by exercising the powers mentioned in section 100 of the companies Act, 1956.

59. The Company may, by Special Resolution, reduce in any manner and with and subject to, any incident authorised and consent required by law.
[a] its share capital
[b] any capital redemption reserve fund; or
[c] any share premium account |
| Consolidation of Shares | 60. The Company may consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. |
| Conversion of shares | 61. The Company may convert all or any of its fully paid up shares into stock, and re-convert that stock into fully paid up shares or any denomination. |
| Transfer of stock | 62. The holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulation under which, the shares from which the stock arose might before the conversion have been transferred or as near thereto as circumstances admit; provided that the Board, may from time to time, fix the minimum amount of stock transferable, so however that such minimum shall not exceed the nominal amount of shares from which the stock arose. |
| Right of stock holders | 63. The holders of stock shall, according to the amount of stock held by them have the same rights, privileges and advantages as regards dividend, voting At meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage [except participation in the dividends and profits of the Company and in the assets on winding up] shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

Such of the regulations of the Company [other than those relating to share warrants as are applicable to paid shares shall apply to stock and the words "shares" and "Shareholders" in those regulations shall include "stock" and "Stock-holder" respectively. |
| Sub-division of shares | 64. The Company may sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum so however, that in the sub-division, the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived. |
| Cancellation of shares | 65. The company may cancel shares which, at the date of the passing of the resolution in that behalf, have not been or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled. |

66. The resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such division one or more of such class of shares shall have some preference or special advantage as regards dividend, capital or otherwise over or as compared with the others or other.

Sub-division into preferred equity

67. Whenever the capital by reason of the issue of preference shares or otherwise is divided into different classes of shares, all or any of the rights and privileges attached to each class in the capital for the time being of the company may be modified, commuted, affected, abrogated or dealt with by agreement between the Company and a person purporting to contract on behalf of that class provided that such agreement is ratified in writing by the holders of at least 75% in nominal value of the issued shares of the class, or is confirmed by a special resolution passed at a separate General Meeting of the holders of shares of that class. The powers conferred upon the Company by this Article are subject to sections 106 and 107 of the Act.

Modification of rights

BORROWING POWERS

68. [a] Subject to the provisions of the Act, and without prejudice to the powers conferred by any other article or articles the Board of Directors may, from time to time at their discretion, borrow or secure the payment of any sum or sums of money for the purposes of the Company from financial institutions, banks, companies, firms, and individuals or elsewhere on security or otherwise and may secure the repayment or payment of any sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the future or the uncalled capital of the Company or by the issue of debentures or debenture stock of the company, perpetual or redeemable, charged upon the undertaking or all or any part of the property of the Company both present and future including its uncalled capital for the time being and the Directors or any of them may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon, and shall be entitled to receive such payment as consideration for the giving of any such guarantee as may be determined by the Directors with power to them to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or charge on the undertaking of the Company or upon any of its property or assets or otherwise.

Power to borrow

[b] The Directors may at any time by a resolution passed at a Board meeting delegate to any category of managerial personnel or any Committee of Directors or any other Principal Officer of the Company, the powers specified in sub-clause (a) above provided the Resolution delegating powers to such managerial personnel or committee to borrow moneys shall specify the total amount up to which the moneys may be borrowed by him or them.

69. The Directors may, subject to the provisions of Section 293 of the Act, borrow any sum of money and where the moneys to be borrowed together with the money already borrowed by the Company (part from temporary loans obtained from the Company's bankers in the ordinary course of business) exceeds the aggregate of the paid up capital of the Company and its free reserves, that is to say, reserves not set apart for any specific purpose, the sanction of the General Meeting should be obtained and every resolution passed by the company in relation to the exercise of the powers borrowed by the Board of Directors.

Restriction on borrowing powers

Directors loans &
Guarantees

70. The Directors shall be entitled to receive interest on loans made by them to the Company as may be agreed between the company and the Directors. The directors, including the managing Director may guarantee any loan made to the Company and shall be entitled to receive such payment on account of his having given any such guarantee as may be determined by the Board, and such payment shall not be remuneration in respect of his services as Director.

Mortgage of
uncalled Capital

71. If any uncalled capital of the Company be included in or charged by any mortgage or in mortgage or other security, the Directors may by instrument under the Company's seal, authorize the person in whole favor such mortgage or security is executed, or any other person in trust for him, to make calls on the members in respect of such uncalled capital and the provisions herein before contained in regard to call shall mutates mutants apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either to the exclusion of the Directors Powers or otherwise and shall be assignable if expressed so to be.

GENERAL MEETINGS

Annual General Meeting

72. [a] The Board of Directors shall hold Annual General Meeting of the company in accordance with the provisions of Section 166 of the companies Act.

[b] The Board of Directors, may, suo moto, call any other General Meeting besides the Annual General Meeting.

Distinction between
Annual & other
General Meetings

73. The Meeting referred to in Article 72[a] shall be called Annual General Meetings and all other meetings of share holders shall be called Extra-ordinary General Meetings.

Extra Ordinary
General Meeting

74. The Board of Directors of the Company, shall on the requisition of such numbers of members of the Company, as is specified in sub-section [4] of Section 169 of the Act, forth with proceed by duly to call an Extra-ordinary General Meeting of the Company and the provisions of Section 169 of the Act shall apply thereto.

Quorum

75. Five members personally present shall General Meeting. No business shall be transacted the quorum requisite shall be present of the meeting.

Chairman of General
Meeting

76. The Chairman of the Board of Directors shall be entitled to take the chair at every General Meeting and if there be no such Chairman or if at a meeting he shall not be present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act the members present shall choose another Directors as Chairman and if no Director be present or if all the Director present decline to take the chair, then the members present shall choose one of their number being a member entitled to vote to be the Chairman.

When if Quorum no
present, Meeting to be
dissolved & when to be
adjourned.

77. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved but in any other case, it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and such time and place, as the Board may by notice appoint and if at such adjourned meeting a quorum be not present those members who are present shall be a quorum and may transact the business for which meeting was called.

Business to be transacted
at Adjourned meeting

78. The Chairman with the consent of the Meeting, may adjourn any General Meeting from time to time and place to place, but no business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place, and which might have been transacted at that meeting. It shall not be necessary to give any notice of any adjournment or of the business to be transacted at

an adjourned meeting, except where a meeting is adjourned for 30 days or more.

79. Except where otherwise provided by the Companies Act, 1956 or if by these represents every question to be decided by any General Meeting shall, in the first instance, be decided by a show of hands. In case of an equality of votes the Chairman shall both on a show of hands and at a poll have a casting vote, in addition to the vote or votes to which he may be entitled as a member. How question to be decided at Meeting
80. Poll may be demanded and taken in accordance with and subject to the provisions of Sections 179, 184 & 185 of the Companies Act, 1956. When poll may be demanded
81. Unless a poll is demanded in accordance with Section 179 of the Companies Act, 1956, before or on the declaration of the result by the show of hands, a declaration of the Chairman, that a resolution has been carried or carried by a particular majority and an entry to that effect in the minutes of the proceedings of the meeting, shall be sufficient evidence of the fact so declared, without proof of the number or proportion of the votes given for or against the resolution. What is to be evidence of the passing of a Resolution where poll not demanded.
82. If a poll is demanded as aforesaid, it shall be taken subject to Section 180 to 185 of the Companies Act, 1956 in such manner and at such time and place, as the Chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise, and the results of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn, at any time by the person or persons who made the demand. Poll
83. The Company shall cause minutes of all proceedings of every General Meeting and of its Board of Directors or of every Committee of the Board, to be kept by making within thirty days of the conclusion of every such meeting concerned, entries thereof in books kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such books shall be dated and signed:- Minutes
- [a] in the case of minutes of proceedings of a Meeting of the Board or of a Committee thereof by the Chairman of the said meeting or the Chairman of the next succeeding meeting.
- [b] in the case of minutes of Proceedings of a General Meeting by the Chairman of the same meeting within the aforesaid period of days or in the event of the death or inability of that Chairman within that period, by a Director duly authorized by the Board for the purpose.
- In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by posting or otherwise.
84. On a show of hands, every member present in Person, or by proxy, or attorney, and being a holder of Equity (ordinary) shares, and entitled to vote shall have one Vote. On a poll the voting member shall be as laid down in the Act. Preference share holders shall vote in accordance with the provisions of Sec. 87 of the Act. Vote of Members
85. If two or more persons are jointly registered as holders of any one share any of such persons may vote at any meeting, either personally or by proxy or attorney as if he were solely entitled thereto, and if more than one of such joint-holders be present at any meeting personally or by proxy attorney, one of such so present, whose name stands first in the register in respect of such share, shall alone be entitled to vote in respect of the same. Several executors or administrators of a deceased member in whose names any shares stand shall, for the purpose of this clause be deemed joint-holders. Joint holders

Right of Vote under transmission clause	86. Any guardian, or other person entitled under the transmission clause [Article 54 hereof] to transfer any shares, may vote at any General Meeting respect thereof as if he was the registered holder of such shares provided that at least 24 hours before the holding of the meeting he shall satisfy the Directors of his right to act in that capacity unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.
No member entitled to vote etc., while due to company.	87. No members shall be entitled to be present, or to vote at any General Meeting, either personally or a proxy, or attorney with any call or another sum is due and presently payable to the company, or in regard to which the company has, and has exercised, any right of lien.
Right to vote to a member of unsound mind.	88. A member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll his committee or other legal guardian, and any such committee or guardian may, on a poll vote by proxy.
Objection to a voter	89. [I] No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote rejected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. [ii] Any such, objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
Proxy	90. Subject to Section 176 of the Companies Act, 1956 votes may be given either personally or by proxy or by agent acting under a duly executed power of attorney.
Time for deposit of instrument of proxy	91. The instrument appointing a not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposed to vote, and in default the instrument of proxy shall not be treated as valid.
Form of Proxy	92. An instrument appointing proxy shall be in either of the forms in Schedule IX to the Act or a form as near thereto as circumstances admit.
Proxy Need not be a member	93. Any member of the Company entitled to attend and vote at the meeting of the Company shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself, but a proxy so appointed shall not have any right to speak at the meeting.
As to validity of vote given by Proxy	94. A vote given in accordance with the terms of an instrument of proxy of a power of attorney shall be valid notwithstanding the previous death of the principal or revocation of the proxy or power of attorney, or transfer of share in respect of which the vote is given unless an intimation in writing of the death revocation, or transfer, shall have been received at the Office of the Company before the meeting.

MANAGEMENT

Directors	95. The business of the Company shall be managed by the Directors who may exercise such powers for the Company as are not by the Companies Act, 1956 or any statutory modification thereof for the time being in force or by these articles, required to be exercised by the Company in General Meeting subject nevertheless to such regulations not inconsistent with the aforesaid provisions as may be prescribed by the Company in General Meeting, but no such regulation shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
Number of Directors	96. The number of Directors shall be not less than 2 nor more than 12, including Technique Nominated, Special Director and Debenture Directors, if any.

97. The following are the first Directors of the company

Promotee members to
be permanent Directors

1. Dr. N.R.K. RAJU
2. Miss. N. NAGA PUJA



98. The Board of directors shall have powers from time to time, and at any time to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above. But any Director so appointed shall hold office only until the next following Annual General Meeting of the Company and shall then be eligible for re-election.

Appointment of Directors

99. A Director shall not be required to hold any qualification shares.

Qualification Shares

100. Until otherwise determined by a General Meeting each Director shall receive out of the funds of the Company by way of remuneration a sum not exceeding Rs. 500/- for each meeting of the Board or a Committee or any general meeting thereof attended by him. The Board of Directors may allow and pay to any Director who having his residence at a place outside the place at which any meeting of the Directors may be held and who shall come to the place for the purpose of attending such meeting such as the Directors may consider fair and reasonable for his expenses in connection with his attending at the meeting in addition to his remuneration as above specified.

Directors fee & other
remuneration

101. The Board may, from time to time and, at any time appoint one or more of their body to be a whole-time or Managing Director or Executive Directors to manage and conduct the business of the company subject to their control, direction and superintendence, and subject to the provisions of the Act and the Articles. A whole-time or Managing Director or Directors will not be liable to retire by rotation. The Board of Directors shall have power to fix the Period and Remuneration payable to such M.D. & E.D. & whole time Directors subject to the provision of the Companies Act and approval of the Members.

Managing Director

102. If any director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from the place of the registered office of the Company for any of the purpose of the Company, or giving attendance to the business of the Company, the Company may pay to the Directors so doing either by a fixed sum, or by a percentage on profits or otherwise, as may be determined by the directors, subject to obtaining the sanction of the Central Government, wherever necessary.

As to extra service
performed by Director

103. Any Trust Deed for securing debentures or debenture-stock may if so arranged provide for the appointment from time to time by the Trustee thereof or by the holders of debentures or debenture-stock of some person to be a Director of the Company and may empower such trustee or holders of debentures or debenture-stock from time to time to remove any Director so appointed. A Director appointed under this Article is herein referred to as a 'Debenture Director' and the Debenture Director means a Director for the time being in Office under this article. A Debenture Director shall not be bound to hold any qualification shares and shall not be liable to retire by rotation or be removed by the Company. The Trust deed may contain such ancillary provisions as may be arranged between the Company, and the Trustees and all such provisions shall have effect notwithstanding any of the other provisions herein contained.

Debenture Director

104. [1] The Board of Directors may appoint an Alternate Director to act for a Director [hereinafter called the Original Director] during his absence for a period of not less than three months from the State in which the meetings of the Board are ordinarily held.

Alternate Directors

[2] An Alternate Director appointed under sub-clause [II. above shall vacate office if and when the Original Director] returns to the State in which the meetings of the Board are ordinarily held.

[31] If the terms of office of the Original Director is determined before he so returns to the State aforesaid any provision for the automatic reappointment, shall apply to the original and not to the Alternate Director.

Additional Director

Subject to the provisions of Section 260 of the Companies Act, 1956 the Directors may appoint Additional Director.

Removal of Director

105. The Company may by ordinary resolution, remove an ordinary Director other than a director appointed by the Central Government in pursuance of Section 408, before the expiry of his period of office and fill up the vacancy thus created in the manner and subject to the provisions of Section 284 of the Companies Act, 1956.

Casual Vacancy may be filled by Directors

106. Any casual vacancy occurring among the Directors may be filled up by the Directors but any person so chosen shall retain his Office so long only as the vacating Director would have retained the same if no vacancy had occurred, provided that the Directors may not fill a casual vacancy by appointing any person who has been removed from the Office of Director of the Company under the preceding Article.

Failure to fill casual vacancy

107. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum

Rotation & Retirement of Directors

108. At the Annual General Meeting of the company to be held in every year, one third of such of the Directors as are liable to retire by rotation for the time being or, if their number is not three or multiple of three, then the number, nearest to one-third shall retire from Office, and they will be eligible for re-election.

Provided nevertheless that the Managing Director or a Director appointed under Article 117 or the Director appointed as a Debenture Director special Director or ex-officio Director or an Additional Director under article 102 and 104 hereof shall not retire by rotation under this Article nor shall they be included in calculating the total number of Directors of whom one-third shall retire from office under this article.

Directors may contract with company

109. Subject to the provisions of Section 297, 299, 300 & 302 and 314 of the Act 'the Directors shall not be disqualified by reason of his or their office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker, lessor or otherwise, nor shall an such contract or any contract or arrangement entered into by or on belief of the Company with such Director or with any Company or partnership in which he shall be a member or otherwise interested be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realized by such contract or arrangement by reason only of such Director holding that Office or of fiduciary relation thereby established but the nature of the interest must be disclosed by him or them at the meeting of Directors at which the contract or arrangement is determined if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

When Director of this Company appointed Director of a subsidiary company

110. A Director of this Company may be or become a Director of any company promoted by this Company or in which it may be interested as a vendor, shareholder, or otherwise, and no such Director shall be accountable for any benefits received as a Director or member of such Company.

Meeting of Directors

111. The Directors shall meet together at least once in every three months and at least four such meetings shall be held in every year. Two Directors or one

third of the total strength of Directors, whichever is higher as provided in Section 287 of the Companies Act, 1956, shall be quorum. Where at any time, the number of interested Directors exceeds or is equal to two thirds of the total strength the number of remaining Directors not so interested present at the meeting being not less than two shall be the quorum during such time. Any Director or Managing Director may at any time any the Managing Director shall upon the request of any Director at any time convene a meeting of Directors. Questions arising any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

112. [a] The Board of Directors may elect a Director as Chairman of the Board.

Chairman of Directors

[b] If no such Chairman is elected, or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

113. Subject to the Provisions of Section 292 of the Act, the Directors may delegate any of their powers to a Committee consisting of such member or members of their body as they think fit, or to any category of manager personnel or to any principal officer of the company or to principal officer of the branch office of the Company. Any such committee or delegate shall in exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on them by the Directors.

Delegation of powers of Board

114. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein before contained for regulating the meeting and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last proceeding clause.

Meetings etc., of Committee

115. All minutes shall be signed by the Chairman of the meeting at which the same are recorded or by the person who shall preside as chairman at the next ensuing meeting, and all minutes purporting to be so signed shall for all purposes be prima facie evidence of the actual passing of the resolutions recorded, and the actual and regular transaction or occurrence of the proceedings to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place.

Minutes

116. Save in those cases where a resolution is required by Sections 262, 292, 297, 316, 372(4) and 386 of the Act, to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board or Committee, of the Board, as the case may be, duly called and constituted, if a draft thereof in writing is circulated, together with the necessary papers, if any, to all the Directors, or to all the members of the Committee of the Board or Committee, of the Board, as the case may be then in India (not being less in number than the quorum fixed, for a meeting of the Board or committee, as the case may be) and to all other Directors, or members of the Committee at their usual address and has been approved by such of them as are then in India, or by a majority of such of them, as are entitled to vote on the resolution.

Resolution without Board Meeting

117. The Directors may subject to the provisions of Sections 198 & 309 of the Companies Act, 1956, also receive remuneration or commission, or participation of profits or partly in one way or partly in another, and such remuneration shall be divided among the Directors, equally or in such other proportion as they may determine from time to time.

Directors Commission

THE SEAL

Cusotdy of the Seal

118. The Directors shall provide a Common Seal for the purpose of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof. The Directors shall provide for the safe custody of the Seal for the time being and the Seal shall never be used, except by the authority of the directors or a Committee of the Directors previously given and two Directors and a person dully authorized by the Board for this purpose at least shall sign every instrument to which the seal is affixed, provided, nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the authority of the Directors to issue the same.

Seal for use in Foreign Territory

119. The Company may have for use in any territory, district or place not situate in India an official seal which shall be a facsimile of its Common - Seal with the addition on the face of @, the name of the Territory, district or place.

FOREIGN REGISTER

Foreign Register

120. The Company may keep in any State or Country outside India, a branch register of members or debenture holders resident in that State or Country [herein after called as "Foreign Register"] and shall, within one month from the date of the opening of any foreign register,, file with the Registrar notice of the situation of the office where such register is kept and in the event of any change of situation of such Office or of its discontinuance shall within one month from the date of such change or discontinuance as the case may be, file notice with the Registrar of such change or discontinuance. As regards the provisions relating to Foreign Register, the Company shall have regard to Section 158 of the Act.

ACCOUNTS, AUDIT & DIVIDENDS

[a] Accounts

Books where kept

121. Books of account shall be kept at the Registered Office of the Company, or at such other place in India as the Directors may think fit.

Inspection by members

122. The Directors, shall, from time to time, determine whether and to what extent and at what times and places and under what condition or regulation the accounts and books of the Company or any of them shall open to inspection of members not being Directors. No member [not being a Director] shall have any right to inspect the same except as conferred by the Companies Act, or authorised by the Board of Directors or by any resolution of the Company in General Meeting.

[b] Audit

Auditors

123. Once at least in every year the accounts of the Company, shall be examined, and the correctness thereof and of the balance sheet and profit & loss account ascertained by one or more Auditor or Auditors.

Appointment etc. of Auditors

124. As regards the appointment and remuneration, qualification and disqualification, removal, powers, rights and duties of Auditors, the Directors and the Auditors shall have regard to Section 224 to 231 of the Companies Act, 1956.

125. Every account of the Company when audited and approved by a General Meeting shall be conclusive, except so far as regards any error discovered therein before or at the audit of the then next account, and whenever such error is discovered within that period of account shall be forthwith corrected and thenceforth shall be conclusive.

[c] Capitalization of Profits

126. (1) The Company in General Meeting may, upon the recommendation of the Board of Directors resolve.

- (a) that is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and;
- (b) that such sum be accordingly set free for distribution in the manner specified in clause 21 amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(2) The sum aforesaid shall into be paid in cash but shall be applied, subject to the provision contained in clause [3] either in or towards.

- (i) paying up any amounts for the time being unpaid on any shares held by such member respectively.
- (ii) Paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such members in the proportions aforesaid, or
- (iii) Partly in the way of specified in sub-clause (i) and partly in that specified in sub-clause

(3). A share premium account and a capital redemption reserve fund may, for the purpose of this article, only be applied in the paying up of unissued shares to be issued to members of the Company as full paid up bonus shares.

127. Whenever such a resolution as aforesaid shall have been passed, the Board of directors shall [a] 'make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotment and issue of fully paid-up shares or debentures, if any, and [b] Generally do all acts and things required to give effect thereto.

Application of Profits

[2] The Board of Directors shall have fully power -

- (a) to make such provision by the issue of fractional certificates or by payment in cash or otherwise as, it thinks fit, in the case of shares or debentures becoming distributable in fractions; and also (b) to authorize any person to enter on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization or [as the case may require] for the payment by the Company on their behalf by the application thereto of their respective proportions of the profits resolved to be a capitalized of the amounts or any part of the amounts remaining unpaid on their existing shares.

(3) Any agreement made under such authority shall be effective and binding on all such members.

[d] Reserve and Depreciation Funds

128. The Directors may from time to time set apart any and such portion of the profits of the Company as they think fit, as reserve fund applicable, at their discretion for the liquidation of any debentures, debts or other liabilities of the Company, for equalization of dividends, or for any other purposes of the Company, with fully power to employ the assets constituting the Reserve Fund in the business of the Company and without being bound to keep the same separate from the other assets.

Reserve Fund

- Carry forward of profits
129. The Directors may also carry forward any profits which they may think prudent not to divide, without setting them aside as a reserve.
130. The Directors may from time to time set apart any and such portion of the profits of the Company as they think fit, as a Depreciation Fund applicable at the discretion of the Directors, for rebuilding, restoring, replacing or altering any part of the building, works, plant, machinery or other property company destroyed or damaged by fire, floods storms, tempest, accident, riot, wear and tear, or other means, or for repairing, altering and keeping in good condition the property of the Company, or for extending and enlarging the buildings, machinery, and full power to employ the assets constituted in the business of the Company, and that the same separate from the other assets.
131. All money carried to the Reserve Fund and Depreciation Fund respectively shall nevertheless remain and be profits of the company applicable subject to due provision being made for actual loss or depreciation, for the payment of dividends, and such money and an the other money of the Company, not immediately required for the purpose of the Company, may be invested by the Board of Directors in or upon such investments or securities as they may select or may be used as working capital or may be kept at any bank on deposit or otherwise as they from time to time think proper.

[e] Dividends

- Dividends
132. The Company in Annual General meeting may declare a dividend to be paid to the member according to their rights and interests in the profits, and for the purpose of the equalization of dividends any sums from time to time in accordance with these presents carried to the reserve, depreciation, or other special funds may be applied in payment thereof. The dividends so declared by the general body shall not exceed the amount so recommended by the Directors.
- Dividend in proportion to amount paid up on shares
133. Subject to the rights of person, if any, entitled to share with special rights as to dividends all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares.
- Interim Dividend
134. The board may from time to time, pay to the members such interim dividends as appearing to it to be justified by the profits of the Company.
- Debts may be deducted
135. When any shareholder is indebted to the Company for calls or otherwise, all dividends payable to him or a sufficient part thereof, may be retained and applied by the Directors in or towards satisfaction of the debt liabilities or engagements.
- Dividends out of profits only
136. No dividend shall be payable except out of the profits of the year or any other undistributed profits, and no larger dividend shall be declared than is recommended by the Directors, but, the Company in General Meeting may declare a smaller dividend. Before declaring any dividend, the Company shall have regard to the provisions of Section 205 of the Act.
- Interest out of Capital
137. Subject to the provisions of Section 208 of the Act, the Company may pay interest on so much of the share capital as is for the time being paid up, for the period and subject to the conditions and restriction mentioned in Section 208 and charge the mm so paid by way of interest, to capital as part of the cost of construction of the work of building or the provision of the plant.
- Dividend in specie
138. No dividend shall be payable except in cash provided that nothing shall be deemed to prohibit the capitalization of profits or reserves of the Company for the purpose of issuing fully paid up bonus shares or paying up any amount for the time being unpaid on any shares held by the members of the Company.

139. In case two or more persons are referred as the joint-holders of any share, any of such persons may give effectual receipts for all dividends and payments on account of; dividends in respect of such share. Joint holders receipt
140. Any General Meeting declaring dividend, may make a call on the members of such amount as the meeting fixed but so that the call on each member shall not exceed the dividend payable to him so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this Article shall be deemed ordinary business of an ordinary meeting which declares a dividend. Dividend and call together
141. A transfer of shares shall not pass the rights to any dividend declared there on before the registration of the transfer. Right to Dividend on transfer of share
142. Unless otherwise directed by the company in General Meeting, any dividend may be paid in cash or by check or warrant or Money order sent through the Post within Forty two days of the date of such declaration to the registered address of the member entitled, or in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding and every check so sent shall be made payable to the order of the person to whom it is sent. How to be paid
143. No unclaimed or unpaid dividend shall be forfeited by the board unless the claim thereto becomes barred by law and the Company shall comply with all the provisions of Section 205-A of the Act in respect of any unclaimed or unpaid dividend. Unclaimed Dividend
144. Unpaid dividends shall never bear interest as against the Company. Dividend not to carry interest

SERVICE OF DOCUMENTS & NOTICES

145. A document may be served by the Company on any member either personally or by sending it by post to him to his registered address or if he has no registered address in India to the address, if any, within India supplied by him to the Company for the giving of notice to him How notices & documents to be served on members
146. Where a document is sent by post service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the documents provided that where a member has intimated to the Company in advance that the documents should be sent to him under Certificate of Posting or by Registered Post with or without Acknowledgement Due and has deposited with the Company a sum sufficient to defray the expenses of doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and such service shall be deemed to have been effected.
- [a] in the case of a notice of meeting at the expiration of forty eight hours after the letter containing the same is posted and
- [b] in any other case at the time at which the letter would be delivered in the ordinary course of post.
147. If a member has no registered address in India and has not supplied to the Company an address within India for the giving of notice to him a document or notice of meeting advertised in newspaper, circulating the neighborhood of the Registered Office of the company shall be deemed to be duly given to him on the day on which the advertisement appears. Member resident abroad
Notice of meeting by advertisement in Newspaper
148. A document may be given by the company to the persons entitled to a share by serve it on the joint holder named first in the Registered in respect of the share. Notice to Joint Holder

Notice person entitled
by transmission

149. A document may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a member by sending it through the post in a prepaid letter addressed to them by name, or by New title of representatives of the deceased or assignee of the insolvent or by any like description at the address [if any] in India supplied by the persons claiming to be so entitled or until such an address has been so supplied by giving notice in any manner in which the same might have been given if the death or insolvency had not occurred.

Notice of General
Meeting

150. Notice of every meeting shall be given to every member of the Company in any manner authorised by Article 149 to 151 hereof and also every person entitled to a share in consequence of the death, or insolvency of a member who but for his death or insolvency would be entitled to receive notice of the meeting.

When notice may be
given by advertisement

151. Any notice required to be given by the Company to the members or any of them and not expressly provided for by the Act or by these presents shall be sufficiently given if given by advertisement.

Transferees etc. bound by
prior notice

152. Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered in the register shall be duly given to the person from whom he derives title to such share.

Notice valid through
member deceased

153. An notice or document delivered or sent by post or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be deceased and whether or not the Company have notice of his decease be deemed to have been duly served shares whether held solely or jointly with until some other persons be registered in his stead as the holder or joint holder thereof and such service shall, for the purpose of these presents, be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators and all persons, if any, jointly interested with him or her in any such share.

154. The accidental commission to give notice or non-respect of notice by any member or other person to whom it should be given shall not invalidate the proceedings at the meeting.

How Notice to be signed

155. The signature in any notice to be given by the Company may be written or printed.

WINDING UP

Winding Up

156. If the Company shall be wound-up and the surplus assets shall be more than sufficient to repay the whole of the paid-up capital, the excess shall be distributed among the members in proportion to the capital paid-up or which ought to have been paid-up on the Equity shares held by them respectively at the commencement for the winding up, but, the clause is to be without prejudice to the rights of the holders of shares issued upon special conditions.

157. In winding up the Liquidator may, irrespective of the powers conferred on him by the Companies Act, and as an additional power, with the authority of a Special Resolution, sell the undertaking of the Company or the whole or any part of its assets, for shares or partly paid up or the obligations of or other interests in any other company and may by the contract of sale agree for the allotment to the others of the proceeds of the sale in proportion to their respective interests in the Company. Any such sale or arrangement or the Special Resolution confirming the same may, subject to the provisions of article 12 hereof provide for the distribution or appropriation of the shares or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributors of the Company, and in particular, any class may be given preferential or special rights, or may be excluded altogether or in part, and, further by the contract, a time may be limited at

the expiration of which shares, obligations or other interests not accepted or required to be so shall be deemed to have been refused, and be at the disposal of Liquidator or the purchasing Company.

158. [1] If the Company shall be wound up, the Liquidator may with the sanction of a Special Resolution and any other sanction required by the Companies Act, 1956 divide amongst the members in specie or kind the whole or any part of the assets of the Company whether or not they shall consist of property of the same kind.
- [2] For the purpose aforesaid, the Liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- [3] The Liquidator may, with the like sanction invest the whole or any part of such assets in trustee upon such trusts for the benefit of the contributors as the Liquidator, with the like sanctions, shall think fit, but so that no member shall be compelled to accept any shares or other securities where there is any ability.

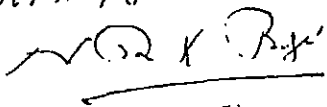
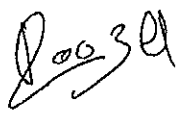
SECRECY

159. Every Director, Manager, Trustee, Member of Committee, Officer, Servant, Agent, Accountant, or other persons employed in the business of the Company, shall if so required by the Directors or Managing Agents sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so as to do by the Directors or by meeting or by any Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.
160. No member or other person [not being a Director] shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Directors of the Company for the time being or subject to these Articles to require discovery of any information respecting any detail of the Company's trading of the any matter which is or may be in the nature of a trade secret, mystery of process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors or Managing Agents it will be inexpedient of the Company to communicate to the public.

INDEMNITY

161. Every Director, Auditor, Officer or Servant of the Company shall subject to Section 201 of the Companies Act, 1956 be indemnified out of its funds for all costs, charges, travelling or other expenses losses and liabilities incurred by them or him in the conduct of the Company's business or in the discharge of their or his duties, and neither any Director nor officer or Servant of the Company shall be held liable for joining in any receipt or other act for conformity's sake or for any loss or expenses happening to the Company by insufficiency or deficiency of any security or upon which any of the money of the Company shall be invested, or for any loss or damages, arising from the bankruptcy insolvency or tortious act of any person with whom any money, securities or effects, shall be deposited for any other loss, or damage or misfortune whatsoever which shall happen in the execution of their or his, office or in relation thereto, unless the same shall happen through their or his own dishonesty.
162. Every Director, Auditor, Secretary Agent and Officer of the Company shall also be indemnified out of the assets of Company against any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favor or in which he is acquitted or in connection with any application under section 633 of Companies Act 1956, in which relief is granted to him by court.

E-23

Sl. No.	Name, address, description and occupation and signatures of subscribers	Number of Equity shares taken by each subscriber	Name, address, description, occupation and signature of witness
1.	Nadimpally, Rama Krishna Raju S/O A.N. Raju T/No 502, Suraksha Sreeni, Kothaguda (PO) Hitech city, Hyd-32 occ. Business D.O.B 10/5/48 	10,000 Shares	
2.)	Nadimpally Naga Pooja D/o Dr. N.R.K. Raju 502, Suraksha Sreeni White fields, Kothaguda Hitech city, Hyd-32 occ. Student DOB: 12/02/1987 	10,000 Shares	Nadimpally S/O B.N. Raju Chartered Accountant B.N and Company Road No 9 Jubilee Hills

711950

Company No. Document No.
 Registered/Recorded/Filed on 23/12/04
 date of Destruction/Permanent
 Receipt No.

 714
 Asst. Dy Registrar

Date: 15-12-04

Place: Hyderabad

Appointment of
Mr. Milind Ravi

DR. N.R.K. BIO-TECH PRIVATE LIMITED

CIN No: U24230TG2004PTC044950

Regd Office: 8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF DR.N.R.K. BIOTECH PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON 24TH JUNE 2021], AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT H.No.8-2-268/1/A/1/B&C, 2ND FLOOR, TULASI HOMES AURORA COLONY, ROAD NO.3, BANJARA HILLS HYDERABAD 500034 AT 11:00 AM.

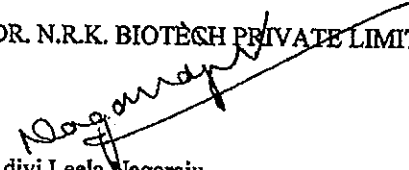
APPOINTMENT OF MR. MILIND RAVI (DIN: 08694140) AS ADDITIONAL DIRECTOR OF THE COMPANY.

"RESOLVED THAT pursuant to the provisions of Section 161 of the Companies Act, 2013 and other applicable provisions (including any modification or re-enactment thereof), if any, **MR. MILIND RAVI (DIN: 08694140)**, who has signified her consent to act as a director, be and is hereby appointed as an Additional Director of the Company to hold office with effect from 24.06.2021-and shall hold office upto the date of the ensuing Annual General Meeting of the Company.

RESOLVED FURTHER THAT any director and/or authorized representative of the Company be and is hereby authorized to do all acts, deeds, matters and things as may be deemed necessary and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary e-form(s) with the Registrar of Companies."

//Certified True Copy//

For DR. N.R.K. BIOTECH PRIVATE LIMITED


Mr. Adivi Leela Nagaraju
Director
DIN: 00608256

DR. N.R.K. BIO-TECH PRIVATE LIMITED

CIN No: U24230TG2004PTC044950

Regd Office: 8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF DR.N.R.K. BIOTECH PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON 24TH JUNE 2021], AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT H.No.8-2-268/1/A/1/B&C, 2ND FLOOR, TULASI HOMES AURORA COLONY, ROAD NO.3, BANJARA.HILLS HYDERABAD 500034 AT 11: 00 AM.

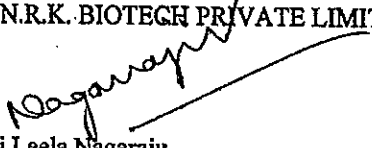
APPOINTMENT OF MR. ANAND KUMAR BHASHYAKARLA (DIN: 07739186) AS ADDITIONAL DIRECTOR OF THE COMPANY.

"RESOLVED THAT pursuant to the provisions of Section 161 of the Companies Act, 2013 and other applicable provisions (including any modification or re-enactment thereof), if any, Mr.ANAND KUMAR BHASHYAKARLA (DIN: 07739186), who has signified her consent to act as a director, be and is hereby appointed as an Additional Director of the Company to hold office with effect from 24.06.2021-and shall hold office upto the date of the ensuing Annual General Meeting of the Company.

RESOLVED FURTHER THAT any director and/or authorized representative of the Company be and is hereby authorized to do all acts, deeds, matters and things as may be deemed necessary and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary e-form(s) with the Registrar of Companies."

//Certified True Copy//

For DR. N.R.K. BIOTECH PRIVATE LIMITED


Mr.Adivi Leela Nagaraju
Director
DIN: 00608256

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF DR.N.R.K. BIOTECH PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON 24TH JUNE 2021], AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT H.No.8-2-268/1/A/1/B&C, 2ND FLOOR, TULASI HOMES AURORA COLONY, ROAD NO.3, BANJARA HILLS HYDERABAD 500034 AT 11:00 AM.

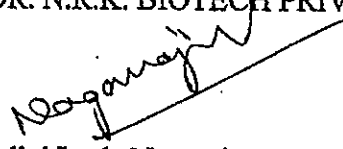
APPOINTMENT OF MR. SOHAM SATISH MODI (DIN: 00522546) AS ADDITIONAL DIRECTOR OF THE COMPANY.

"RESOLVED THAT pursuant to the provisions of Section 161 of the Companies Act, 2013 and other applicable provisions (including any modification or re-enactment thereof), if any, Mr.SOHAM SATISH MODI (DIN: 00522546), who has signified her consent to act as a director, be and is hereby appointed as an Additional Director of the Company to hold office with effect from 24.06.2021-and shall hold office upto the date of the ensuing Annual General Meeting of the Company.

RESOLVED FURTHER THAT any director and/or authorized representative of the Company be and is hereby authorized to do all acts, deeds, matters and things as may be deemed necessary and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary e-form(s) with the Registrar of Companies."

//Certified True Copy//

For DR. N.R.K. BIOTECH PRIVATE LIMITED


Mr.Adivi Leela Nagaraju
Director
DIN: 00608256

DR. N.R.K. BIO-TECH PRIVATE LIMITED

CIN No: U24230TG2004PTC044950

Regd Office: 8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS ("BOARD") OF DR.N.R.K. BIOTECH PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON 24TH JUNE 2021], AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT H.No.8-2-268/1/A/1/B&C, 2ND FLOOR, TULASI HOMES AURORA COLONY, ROAD NO.3, BANJARA HILLS HYDERABAD 500034 AT 11:00 AM.

SPLIT OF EQUITY & PREFERENCE SHARE CERTIFICATE UPON TRANSFER

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 2013 ("the Act") and other relevant provisions of the Act and pursuant to the Articles of Association of the Company, the consent of the Board of Directors of the Company be and is hereby accorded to split the equity shares upon transfer as per the following detail:

Equity Shares

S.No.	Name of the Shareholder	Ledger Folio No. of Shareholder	Distinctive No. after Share Split		New Certificate No.
			From	To	
1	N.REDDY KIRAN KUMAR	008	1,45,001	1,46,250	15
2	K.VIJAYA BHASKER REDDY	011	1,46,251	1,46,500	30
3	JVRX Asset Management Private limited	007	1,46,501	1,52,125	16
4	Modi Properties Private limited	012	1,52,126	1,54,000	31
5	BHASHYAKARLA ANAND KUMAR	013	1,54,001	1,55,250	32
6	KALLURI VENKATA NAGABHUSHANAM	014	1,55,251	1,56,500	33
7	NAREDLA KRISHNAVENI	009	2,46,501	2,47,750	26
8	KALLURI VENKATA NARASIMHA MURTHY	010	2,47,751	2,49,000	28
9	K. VIJAYA BHASKER REDDY	011	2,49,001	2,50,000	29

Nagabhusan

DR. N.R.K. BIO-TECH PRIVATE LIMITED

CIN No: U24230TG2004PTC044950

Regd Office: 8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034

Preference Shares

S.No.	Name of the Shareholder	Ledger Folio No. of Shareholder	Distinctive No. after Share Split		New Certificate No.
			From	To	
1.	JVRX Asset Management Private limited	010	16,72,801	16,77,725	46
2.	K.VIJAYA BHASKER REDDY	017	16,77,776	16,78,800	52
3.	BHASHYAKARLA ANAND KUMAR	012	6,60,001	6,69,850	19
4.	K.VIJAYA BHASKER REDDY	017	6,69,851	6,70,000	47
5.	NAREDLA KRISHNAVENI	014	6,80,001	6,89,850	21
6.	K.VIJAYA BHASKER REDDY	017	6,89,851	6,90,000	49
7.	NAREDDY KIRAN KUMAR	015	6,90,001	6,99,850	22
8.	K.VIJAYA BHASKER REDDY	017	6,99,851	7,00,000	50
9.	Modi Properties Private limited	011	16,66,001	16,70,775	45
10.	K.VIJAYA BHASKER REDDY	017	16,70,776	16,72,800	50

Nagaraj

DR. N.R.K. BIO-TECH PRIVATE LIMITED

CIN No: U24230TG2004PTC044950

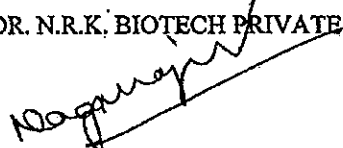
Regd Office: 8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes, Aurora Colony, Road No. 3, Banjara Hills, Hyderabad, Telangana - 500034

11.	KALLURI VENKATA NAGABHUSHANAM	013	6,70,001	6,79,850	20
12.	K.VIJAYA BHASKER REDDY	017	6,79,851	6,80,000	48
13.	KALLURI VENKATA NARASIMHA MURTHY	016	6,00,001	6,09,850	13
14.	K.VIJAYA BHASKER REDDY	017	6,09,851	6,10,000	53

"RESOLVED FURTHER THAT any Director of the Company of the Company be and is hereby severally authorized to authenticate the said share splitting and to sign the share certificates and to do all acts incidental and ancillary to give effect the said splitting for and on behalf of the Company."

//CERTIFIED TRUE COPY//

For DR. N.R.K. BIOTECH PRIVATE LIMITED


Mr. Adivi Leela Nagaraju
Director
DIN: 00608256

500/-
K. RADHIKA
SVL NO. 15/7/15-2018
G-5, KUBERA TOWERS
NARAYANASUDA
HYDERABAD - 500022
SHARE PURCHASE AGREEMENT
LICENSE NO. 13/2012

Share Purchase Agreement
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JUN 24 2021
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This SHARE PURCHASE AGREEMENT ("Agreement") is entered into at Hyderabad, Telangana on this 24 day of June, 2021 ("Execution Date") between:

(1) MR. NAGA GOVARDHAN KUMAR JANAPATI, S/o Mr. Siva Prasad Rao Janapati, aged about 42 years, holding AADHAR No. 845978936777, having his place of residence at 1-1-724/2, Gandhinagar, Opp Nidhi Apts, Gandhi Nagar, Hyderabad - 500 080, Telangana, India (hereinafter referred to as "Seller 1", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **FIRST PART**;

AND

(2) MR. ADIVI LEELA NAGARAJU, S/o A Kanakalingeswara Rao, aged about 47 years, holding AADHAR No. 936732600387, having his place of residence at Flat No-203, Mountmeru Apartments, Banjara Hills, Road No- 5, Khairatabad, Hyderabad-500034, Telangana, India (hereinafter referred to as "Seller 2", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the **SECOND PART**;

AND

(3) MODI PROPERTIES PRIVATE LIMITED Company incorporated under the Companies act 2013, having CIN number U65993TG1994PTC017795 having its registered office at 5-4-187/3&4, Soham Mansion, M G Road, Secunderabad, Hyderabad - 500 033, TG (hereinafter referred to as the "Purchaser 1", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **THIRD PART**;

AND

JVRX ASSET MANAGEMENT PRIVATE LIMITED Company incorporated under the Companies act 2013, having CIN number U70109TG2020PTC145003 having its registered office 6-3-569/1, 4th Floor, Above BMW Show Room Opp .RTA Office, Khairatabad Hyderabad Hyderabad TG 500082 IN (hereinafter referred to as the "Purchaser 2", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FOURTH PART**;

AND

(5) Mr. BHASHYAKARLA ANAND KUMAR, s/o B.N.Ramulu, aged about 52 year, R/o H.no. 37-18/869, Plot no.869, Defence Colony Sainikpuri, Secunderabad - 94 (hereinafter referred to as the "Purchaser 3", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIFTH PART**;

AND



- (6) Mr. N. REDDY KIRAN KUMAR s/o Mr. Madhusudhan Reddy aged about 46 years R/o H.No.5-11-233, Plot.No.275, Venkateshwara Nagar, Meerpet Moula-Ali, Hyd-40 (hereinafter referred to as the "Purchaser 4", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SIXTH PART**;

AND

(7) Mr. K. VIJAYA BHASKER REDDY s/o K. Penta Reddy aged about 48 years R/o Plot no.52, Jalavayu Vihar Colony, Opp KPHB Colony Kukatpally, Hyderabad - 85 (hereinafter referred to as the "Purchaser 5", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SEVENTH PART**;

AND

- (8) Mr. KALLURI VENKATA NARASIMHA MURTHY s/o late K.V.Rama Rao, aged about 51 years, R/o Plot no.48, Sridhamam, Sri Chakra Enclave Sainikpuri Secunderabad - 94 hereinafter referred to as the "Purchaser 6", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **EIGHTH PART**;

AND

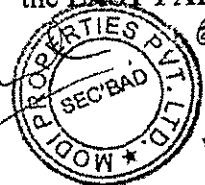
- (9) Mr. KALLURI VENKATA NAGABHUSHANAM, s/o late K.V.Rama Rao aged about 50 years R/o H.no.6-3-286/2, 3RD Cross Hastinapuri Colony Sainikpuri Colony, Sainikpuri, Secunderabad - 94 (hereinafter referred to as the "Purchaser 7", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **NINETH PART**;

AND

- (10) Mrs. NAREDLA KRISHNAVENI W/o N. Jai Chander aged about 33 years R/o Volla no.8 Ambrosia Grandeur Ayodhya X Road Kandlakoya Medchal Malkajgiri Dist 501401 (hereinafter referred to as the "Purchaser 8", which expressions shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **TENTH PART**;

AND

- (11) DR. N.R.K. BIO-TECH PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, having CIN number U24230TG2004PTC044950 and having its registered office at H.No.8-2-268/1/A/1/B&C, 2nd Floor, Tulasi Homes Aurora Colony, Road No.3, Banjara Hills Hyderabad Hyderabad TG 500034 IN (hereinafter referred to as the "Company" which term shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns) of the **LAST PART**.



The Seller 1 and Seller 2 shall hereinafter be individually referred to as a "Seller" and collectively as the "Sellers".

The Purchaser 1, Purchaser 2, Purchaser 3, Purchaser 4, Purchaser 5, Purchaser 6, Purchaser 7 and Purchaser 8 shall hereinafter be individually referred to as a "Purchaser" and collectively as the "Purchasers".

The Purchasers, Sellers and the Company shall hereinafter be individually referred to as the "Party" and collectively as the "Parties" wherever the context so permits.

WHEREAS:

- A. The Company is a private limited company engaged, *inter alia*, in the business of manufacturing, buying, selling and dealing in Pharmaceuticals and Medical drugs ("Business"). The shareholding pattern of the Company on the Effective Date is laid down in **Schedule 1** of this Agreement.
- B. The authorized share capital of the Company is INR 2,50,00,000 (Indian Rupees Two Crores Fifty Lakhs Only) divided into 25,00,000 (Twenty five lakhs) Shares of INR 10 (Indian Rupees Ten only) each.
- C. The issued, subscribed and paid up share capital of the Company is INR 1,92,88,000 (Indian Rupees One Crore Ninety-Two Lakhs Eighty-Eight Thousand only), divided into 19,28,800 (Nineteen lakhs Twenty-Eight Thousand Eight Hundred Only) Shares of INR 10 (Indian Rupees Ten only) each.
- D. The Sellers are the sole, legal and beneficial owners of the Sale Shares (*defined below*), representing 100% (one hundred percent) of the total issued and paid-up share capital of the Company, as set out in **Part A of Schedule 1** hereto.
- E. The Sellers are now desirous of transferring to the Purchasers, and based on the representations, warranties, covenants and promises by the Sellers with respect to clear title and marketability of the Sale Shares the Purchasers have agreed to purchase the Sale Shares, (by itself and through its nominees /Affiliates (*defined below*)), together with all rights, title and interest therein, free from all Encumbrances (*defined below*) on the terms, and subject to the conditions, set out in this Agreement.
- F. On the completion of the sale and purchase of the Sale Shares (*defined below*) as contemplated in this Agreement, the Purchasers shall hold, along with its nominees /Affiliates (*defined below*), 100% (one hundred percent) of entire issued, subscribed, and paid-up share capital of the Company as set out in **Part B of Schedule 1** hereto.
- G. The Parties are now desirous of entering into this Agreement to set forth the terms and conditions agreed amongst them for the sale of the Sale Shares by the Sellers and purchase of the Sale Shares by the Purchasers.

NOW, THEREFORE, in consideration of the Purchase Consideration (*as defined herein*) and mutual covenants and agreements set forth in this Agreement, and for other good

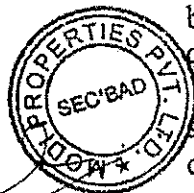


"Business Day" : means a day on which banks are open for business in Hyderabad, Telangana for transaction of normal banking business.

- "Closing" : shall have the meaning ascribed to it in Clause 4 of this Agreement.
- "Conditions Precedent" : shall have the meaning ascribed to it in Clause 3 of this Agreement.
- "Confidential Information" : shall have the meaning ascribed to it in Clause 10.1 of this Agreement.
- "Consent" : means any approval, consent, license, no-objection, registration, ratification, permission, waiver, authorization or permit.
- "Control" : means the beneficial ownership directly or indirectly of more than 50% (fifty percent) of the voting securities of such entity or control over the majority of the composition of the board of directors or power to direct the management or policies of such entity by contract or otherwise.
- "Encumbrance" : means any encumbrance (a) any mortgage, charge, (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law, (b) any voting agreement, interest, option, right of first offer, first, last or other refusal right or transfer restriction in favour of any person and (c) any adverse claim as to title, possession or use.
- "Governmental Authority" : shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of India or any other country.

"Losses"

shall mean any and all actual and direct liabilities, damages, fines, interest, penalties, deficiencies, losses and expenses including without limitation interest, court



Govardhan Kumar
Merganav

2. K.V. B. Builders
K.V. B. Builders

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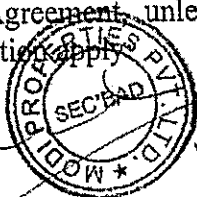
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costs, amounts paid in settlement, reasonable expenses of investigation, reasonable fees and expenses of attorneys, accountants and other experts and expenses of litigation, suit, action or other proceedings or of any claim, default, assessment involving a third party claim or a claim solely between the Parties hereto which flows or arises naturally from the breach in question.

- “Person” : means any individual, Hindu undivided family, sole proprietor, corporation, limited or unlimited liability company, body corporate, partnership (whether limited or unlimited), joint venture, estate, trust, union, unincorporated association or organization, firm, Governmental Authority or other enterprise, association, organization or entity whether or not required to be incorporated or registered under Applicable Law.
- “Purchase Consideration” : means the Purchase Consideration as laid down in Clause 2 of this Agreement.
- Sale Shares : Shall mean the 100% (one hundred percent) Shares comprising of entire issued, subscribed, and paid-up share capital (includes all equity and preference shares) of the Company as set out in Part A of Schedule 1 hereto.
- “Warranties” : means the representations and warranties provided by the Sellers hereunder and including those set out in Clause 5 and each statement contained in **Schedule 3** of this Agreement.
- “Tax” : means any and all forms of taxes, whether direct or indirect, duties, imposts, levies, withholdings or other like assessment and all charges, costs, interest, penalties, surcharges, fines incidental or relating thereto imposed by any Governmental Authority, and shall include all taxes on income, profits, service, sales, wealth, use and occupation, value added taxes, ad valorem, transfer, franchise, withholding, capital gains, distribution taxes, payroll, employment, excise, stamp duty and property taxes and any liability or obligation for the payment of any amounts of the type described earlier.

1.2 Interpretation

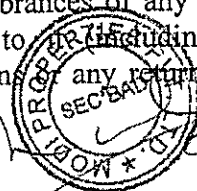
In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply.



- (a) The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute / legislation.
- (b) All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
- (i) any statutory modification, consolidation or re-enactment (whether before or after the Effective Date) for the time being in force;
 - (ii) all statutory instruments or orders made pursuant to a statutory provision; and
 - (iii) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- (c) Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- (d) References to Recitals, Clauses, Schedules are references to, unless the context otherwise requires, recitals to, clauses of, schedules to, this Agreement.
- (e) Any reference to "writing" includes printing, typing, lithography and other means of reproducing words in visible form. All approvals and/ or consents to be granted by the Parties under this Agreement shall be deemed to mean approvals and/ or consents in writing.
- (f) The terms "include" and "including" shall mean "include/ including without limitation".
- (g) The titles of the clauses and sub-clauses of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.
- (h) Any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Agreement or that document.
- (i) Time is the essence of this Agreement.

2. SALE AND PURCHASE OF SALE SHARES:

- 2.1 Subject to the terms and conditions of this Agreement, the Sellers hereby agree to sell to the Purchasers, the Sale Shares and the Purchasers, relying upon the representations, warranties, undertakings and indemnities as provided by the Sellers under this Agreement, hereby agrees to purchase from Sellers, the Sale Shares free and clear from all Encumbrances of any nature whatsoever and with all rights now or in the future attaching to it, including without limitation the right to receive all dividends, distributions or any return of capital declared, made or paid on or after the Effective



Date), for the consideration to be paid by the Purchasers to the Sellers and on the terms and subject to the conditions of this Agreement.

- 2.2 The aggregate consideration for the sale and transfer of the Sale Shares by Sellers to the Purchasers in accordance with this Agreement shall be the sum of INR 1,50,00,000 (Indian Rupees One Crore Fifty Lakh only) ("**Purchase Consideration**", as more fully described in Schedule 4). The said Purchase Consideration shall be payable to the following account of the Sellers with respect to their respective shareholding as on the Effective Date:

Seller 1 : Mr. Naga Govardhan Kumar Janapati
Bank Name : STATE BANK OF INDIA
Bank Address : Rupa branch West Kameng District,
Arunachal Pradesh -7900003
Beneficiary Name : Naga Goverdhan Kumar Janapati
Beneficiary Address : E- 351, Rupa Town & Village, West Kameng District,
Arunachal Pradesh
Account Number : 30215453499
PAN : AISPJ5862H
IFSC CODE : SBIN0007620

Seller 2 : Mr. Adivi Leela Nagaraju
Bank Name : STATE BANK OF INDIA
Bank Address : Yousufguda branch
Beneficiary Name : A L Nagaraju (Authorization from Vatsavayi Ramesh Kumar Raju)
Beneficiary Address : 203 monetemeru Apartments Road no.3 banjara Hills
Hyderabad, Telangana
Account Number : 30233989266
IFSC CODE : SBIN0011662
PAN : ABGPN3651D

3. CONDITIONS PRECEDENT:

- 3.1 The Parties agree that the obligation of the Purchasers to purchase the Sale Shares is conditional upon the fulfilment of the conditions precedent set out in **Schedule 2** ("**Conditions Precedent**") of this Agreement.
- 3.2 The Parties shall co-operate with one another and provide all reasonable assistance, information and documents required for satisfaction of the Conditions Precedent as soon as possible shall extend all necessary assistance and co-operation as may be reasonably requested by such Party.

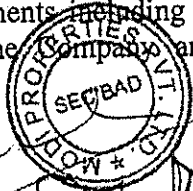
4. SIGNING AND CLOSING:

Gouardhan Kumar Janapati
Nagaraju



4.1 Within a period of 10 Business Days from the date of completion of Conditions Precedent, the following shall be transacted in the order indicated below and would be deemed to have been performed simultaneously ("Closing"):

- (a) The Purchasers shall make payment of the Purchase Consideration to the bank account of the Sellers with respect to their respective shareholding as on Execution Date.
- (b) Execution of the relevant and duly stamped share transfer forms (Form no. SH 4) by the Sellers and the Purchasers in respect of the Sale Shares;
- (c) Delivery of the duly executed, stamped and dated shares transfer forms in respect of the Sale Shares by the Purchasers to the Company along with the physical copies of the existing share certificates in respect of the Sale Shares and the Company taking on record such transfer of Sale Shares;
- (d) The Company shall hold a meeting of its board of directors, at which meeting the board shall pass appropriate resolutions for the following:
 - (i) approve and record the transfer of the Sale Shares from the Sellers to the Purchasers.
 - (ii) authorise endorsement of the name of the Purchasers, on the original share certificates relating to Sale Shares;
 - (iii) authorise necessary entries in its statutory registers to record the sale and purchase of the Sale Shares from the Sellers to the Purchasers in the manner contemplated under this Agreement;
 - (iv) resignation of existing directors from the directorship of the Company. However it is clarified that Seller 1 and Seller 2 who are also existing Directors of the Company shall continue to be directors of the Company until such time as allowed by the Purchasers;
 - (v) Appointment of Purchaser 1, Purchaser 2 and Purchaser 3 nominated directors on the board of the Company;
 - (vi) make necessary filings with registrar of companies in connection with resignation of directors; and
 - (vii) authorizing necessary entries in the register of directors and key personnel to record the change in directorship of the Company.
- (e) The Company shall make necessary entries in the register of members to reflect the Purchasers as the shareholder of the Company.
- (f) the Sellers shall procure from the Company and/or the Sellers (as applicable), and deliver the duly updated documents including minutes, statutory books and other records pertaining to the Company and the Business, to the Purchasers.



- (g) the Sellers shall procure that the Company is released from all guarantees and indemnities given by the Company in respect of any liability or obligation of any of the Sellers and/or their Affiliates.

4.2 The Sellers shall bear, and be responsible for, the payment of stamp duties related to the sale and transfer of the Sale Shares.

5. REPRESENTATIONS AND WARRANTIES:

5.1 **Warranties:** The Sellers hereby represent and warrant to the Purchasers the following terms and acknowledges that the Purchasers at the time of entering into this Agreement, are relying on such representations and warranties:

5.1.1 All of the representations and warranties set out in this Clause 5 and **Schedule 3** of this Agreement ("**Warranties**") are complete, true and accurate and not misleading as of the Effective Date and shall continue to be complete, true and accurate and not misleading as on the Closing;

5.1.2 They have the legal power, right and authority to enter into, and comply with their obligations under this Agreement and this Agreement constitutes valid and legally binding obligations of the Sellers enforceable in accordance with its terms;

5.1.3 The execution and delivery by the Sellers of this Agreement, the consummation of transactions contemplated hereunder and the performance by the Sellers of their obligations hereunder requires no Consent from any Person;

5.1.4 The execution, delivery and performance of this Agreement by the Sellers and the consummation of the sale and purchase of the Sale Shares in accordance with this Agreement does not constitute: (i) any breach, violation of or default of any Applicable Law by which they are governed; or (ii) violation of any court order, judgment, injunction, award, decree, writ or any other restriction of any kind against, or binding upon, the Sellers or upon the Sale Shares;

5.1.5 There is no order of any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against the Sellers, which prevent or would reasonably be expected to prevent, the Sellers from fulfilling their obligations set out in this Agreement;

5.1.6 The Sellers undertake to refrain from taking or omitting to take action (and to procure that no action is performed or omitted) that could cause any Warranty to be breached or rendered false, inaccurate or misleading in any respect. The Sellers undertake to notify the Purchasers in writing promptly if he becomes aware of any fact, matter or circumstance (whether existing on or before the Effective Date or arising afterwards) which would cause any of the Warranties, to become untrue or inaccurate or misleading in any respect;

5.1.7 All necessary filings with the Company and all Governmental Authorities in relation to the Sale Shares as required under Applicable Law have been



validly, duly and correctly made and there are no pending claims or unresolved remarks in relation thereto from any Governmental Authority;

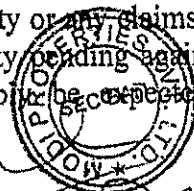
- 5.1.8 The Sale Shares are duly authorized, legally and validly issued and allotted and fully paid up;
- 5.1.9 The Sellers have not dealt with the Sale Shares in any manner inconsistent with Applicable Laws;
- 5.1.10 All Taxes and stamp duty amount payable under Applicable Law (from time to time) in relation to the Sale Shares have been duly and validly paid;
- 5.1.11 Notwithstanding anything to the contrary contained in this Agreement, the representations and warranties (including the Warranties) and undertakings contained in this Agreement or in any schedule or document delivered pursuant to or in connection with this Agreement are continuing in nature and shall survive Closing.
- 5.1.12 The Sellers shall receive the Purchase Consideration into the designated Sellers' Account as per Clause 2.2.
- 5.1.13 All compliances and filings have been completed and all approvals and confirmations have been received as required under the Applicable Law, in respect of the allotment and transfers of the Sale Shares since the incorporation of the Company.
- 5.1.14 The certificates pertaining to the Sale Shares are the only certificates in existence that have been issued by the Company certifying the ownership of the Sale Shares in favour of the holder of such certificates and there are no other certificates / copies / duplicates of certificates in existence in relation to the Sale Shares.

5.2 Each of the representations and warranties made by the Sellers under Clause 5.1 is separate and independent and will not be limited by reference to any other representations and warranties made by Sellers.

5.3 **Company's and Purchasers' Warranties.** The Company and the Purchasers hereby represents and warrants to the Sellers that:

5.3.1 They have full power and authority to enter into and comply with their obligations under this Agreement and this Agreement constitutes valid and legally binding obligations of the Company and/or the Purchasers enforceable in accordance with its terms. The execution and delivery of this Agreement and the performance of the transactions contemplated hereby has been duly authorised by all necessary action of such Purchasers and/or the Company, as applicable; and

5.3.2 There is no order of any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against the Purchasers and/or the Company, which would reasonably be expected to prevent the



Purchasers and/or the Company from fulfilling its obligations set out in this Agreement.

6. FURTHER OBLIGATIONS:

Each Party agrees to perform (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents and assurances without further consideration, as may be required by Applicable Law or as any other Party may reasonably require, to implement and give effect to this Agreement and the transactions contemplated by it.

7. RELEASE OF CLAIMS

7.1 With effect from the Closing Date, in respect of any matters, events or circumstances prior to the Closing Date, the Sellers ("Releasing Party") hereby (i) release and absolutely forever discharge the Company and its officers, Affiliates and employees and the Purchasers (each, a "Released Party") from and against all Released Matters; and (ii) confirms that no dues or claims are or will be payable or obligations will be due from any Released Party to the Sellers.

7.2 For the purposes of this Clause, "Released Matters" shall mean any and all Losses, claims, liabilities, obligations, actions and causes of action of any nature whatsoever that such Releasing Party now has, or at any time previously had, or shall or may have in the future, all in respect of any matters, events or circumstances prior to the Closing Date, as the case maybe, in each case relating to the Company, as a shareholder or director of the company, or otherwise whether arising under agreements subsisting between such Parties as on the date hereof, under Applicable Law or otherwise, or by virtue of or in any matter related to any actions or inactions with respect to Company.

8. TERM AND TERMINATION

8.1 This Agreement shall come into force with immediate force and effect as of the Effective Date.

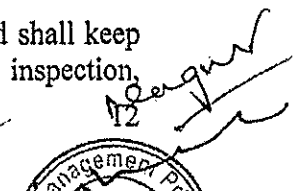
8.2 This Agreement shall continue to be in full force unless Purchasers mutually decide to terminate this Agreement

8.3 Upon termination, this Agreement shall forthwith become void and there shall be no liability on the part of any party.

8.4 Notwithstanding any other provision of this Agreement, the provisions of Clause 1 (Definitions and Interpretation), Clause 5 (Representations and Warranties), this Clause 8.4, Clause 9 (Confidentiality), Clause 10 (Notices), Clause 11 (Indemnification), Clause 12 (Governing law and Jurisdiction) and Clause 13 (Dispute Resolution) shall survive the termination of this Agreement.

9. CONFIDENTIALITY:

9.1 Each Party shall keep all Confidential Information, strictly confidential and shall keep all documents or information disclosed or otherwise made available by inspection,



observation or otherwise concerning the other Party, whether disclosed in writing, orally, electronically or otherwise in connection with the transactions contemplated hereby or any other confidential information acquired prior to or during this Agreement ("Confidential Information"), strictly confidential and shall not, without the prior written consent of the disclosing Party, disclose to any third party, any of terms or of the existence of, this Agreement, or any of the Confidential Information.

9.2 Each Party shall however, be entitled to make disclosures, only in the following circumstances:

- (a) if required to do so by any Applicable Law;
- (b) to the extent to which it is required to be disclosed pursuant to judicial or arbitral action, government regulations, law or other similar requirements;
- (c) to the extent that the Confidential Information is publicly available (other than as the result of a breach by the any Party of its confidentiality obligation under Clause 9.1);
- (d) to its professional advisers including tax advisers and auditors but only to the extent necessary.

9.3 Notwithstanding any other provision of this Agreement, the rights and obligations of the Parties under this Clause 9 shall survive the termination of this Agreement.

10. NOTICES:

10.1 All notices to the Parties under this Agreement shall be in writing and are effective upon delivery to the relevant Party (whether by personal delivery, e-mail, registered pre-paid) at the address indicated below:

- (a) In the case of notice to Seller 1:

Attention: Mr. Naga Govardhan Kumar Janapati
Address: 1-1-724/2, Gandhinagar, Opp Nidhi Apts, Gandhi Nagar, Hyderabad
- 500 080
Email: anmulubany@gmail.com

- (b) In the case of notice to Seller 2:

Attention: Mr. Adivi Leela Nagaraju
Address: Flat No- 203, Mountmeru Apartments, Banjara Hills, Road No- 5,
Khairatabad, Hyderabad-500034, Telangana, India
Email: nrkbiotech9@gmail.com

In the case of notice to Purchaser 1:

Attention: Mr. Soham Modi



N. Govardhan Kumar
K. V. B. Reddy
S. N. V. B. Reddy

Handwritten signatures and initials, including "Naga Govardhan", "Adivi Leela", and "Soham Modi".

Address: 5-4-187/3&4, Soham Mansion, M G Road, Secunderabad,
Hyderabad, TG - 500 033
Email: sohammodi@modiproperties.com

(d) In the case of notice to Purchaser 2:

Attention: Mr. Vishal Goel
Address: 6-3-569/1, 4th Floor, Above BMW Show Room Opp RTA Office,
Khairatabad Hyderabad Hyderabad TG 500082 IN
Email: vishal.goel@cerestra.in

(e) In the case of notice to Purchaser 3:

Attention: Mr. Bhashyakarla Anand Kumar
Address: H.no. 37-18/869, Plot no.869, Defence Colony Sainikpuri,
Secunderabad - 500094
Email: anandhomeline@gmail.com

(f) In the case of notice to Purchaser 4:

Attention: Mr. N. Reddy Kiran Kumar
Address: H.No.5-11-233, Plot.No.275, Venkateshwara Nagar, Meerpet Moula-
Ali, Hyderabad - 500040
Email: nareddykiran06@gmail.com

(g) In the case of notice to Purchaser 5:

Attention: Mr. K. Vijaya Bhasker Reddy
Address: Plot no.52, Jalavayu Vihar Colony, Opp KPHB Colony Kukatpally,
Hyderabad - 500085
Email: kvijayabhaskarreddy@gmail.com

(h) In the case of notice to Purchaser 6:

Attention: Mr. Kalluri Venkata Narasimha Murthy
Address: Plot no.48, Sridhamam, Sri Chakra Enclave Sainikpuri Secunderabad
- 500094
Email: narasimhavk@hotmail.com

(i) In case of notice to the Purchaser 7:

Attention: Mr. Kalluri Venkata Nagabhushanam
Address: H.no.6-3-286/2, 3RD Cross Hastinapuri Colony Sainikpuri Colony,
Sainikpuri, Secunderabad - 500094
Email: vbhushanam@yahoo.com

In case of notice to the Purchaser 8:

Attention: Mrs. Naredla Krishnaveni



N. Venkateshwar
Kalluri
Govardhan
Nagarraju
B. R. Reddy

H
Kalluri
Nagarraju

Kalluri
Nagarraju

Address: Volla no.8 Ambrosia Grandeur Ayodhya X Road Kandlakoya
Medchal Malkajgiri Dist 501401
Email: naredlakrishnaveni5@gmail.com

(k) In case of notice to the Company:

Attention: Mr. Adivi Leela Nagaraju
Address: Flat No- 203, Mountmeru Apartments, Banjara Hills, Road No- 5,
Khairatabad, Hyderabad-500034, Telangana, India
Email: nrkbiotech@gmail.com

10.2 A Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Parties not less than 10 (ten) Business Days prior written notice.

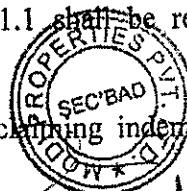
11. INDEMNIFICATION:

11.1 The Sellers ("Indemnifying Party") agree to jointly and severally indemnify, defend and hold harmless, the Purchasers, the Company and each of their respective directors, officers, advisors, employees, Affiliates, representatives and shareholders (as the case may be) (each, an "Indemnified Party/ies") to the fullest extent permitted by Applicable Laws, from and against any and all Losses, including any damages originating from a third party alleged or asserted Claim against any Indemnified Party ("Third Party Claim") and/ or other direct Losses, arising out of, suffered, incurred or paid, directly or indirectly, by the Indemnified Parties, as a result of, in connection with or arising out of:

- (a) any misrepresentation, inaccuracy or any breach by any of the Sellers of any of the terms or Warranties under this Agreement.
- (b) any breach, non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by any or all the Sellers or the Company.
- (c) any defect in title and marketability of the Sale Shares.
- (d) any Third Party Claims.
- (e) any action, proceeding, litigation or suit against the Company which relates to the period prior to the Effective Date; and
- (f) any Taxes/liability imposed on or asserted against the properties, income or operations of the Company or arising out of the Business, which relates to the period prior to the Effective Date.

All claims by an Indemnified Party under this Clause 11.1 shall be referred to collectively as "Claims" and individually, as a "Claim".

11.2 The Parties agree that the rights of the Indemnified Party claiming indemnification



pursuant to this Clause shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party at equity or any other agreement or under Applicable Law including, seeking specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

11.3 Process for Third Party Claims

- i. If a Claim for indemnity relates to or arises out of or is suffered on account of any action, suit, arbitration or other proceeding involving a third party including a Governmental Authority ("Third Party Claim") against any Indemnified Party, the Indemnified Parties shall notify the Indemnifying Party of such Third Party Claim within a period of 15 (fifteen) days or within such period which is equivalent to half the number of days mentioned in any notice of such Third Party Claim (whichever is lesser), from the date of receipt of a written notice with respect to such Third Party Claim; *provided* that the failure, or delay on part, of such Indemnified Party to provide such notice shall not relieve the Indemnifying Parties of its/their obligations hereunder.
- ii. If the Indemnifying Party is/are obliged to make any indemnity payment to any Indemnified Parties pursuant to Clause 11.1 above, and if such payment or any part of it is subject to any withholding Tax or Tax in the hands of the Indemnified Party, the Indemnifying Party shall pay such additional amounts to the Indemnified Party so as to ensure that the Indemnified Party receive(s) the amount that it would have been entitled to receive prior to such taxes after payment of such taxes.

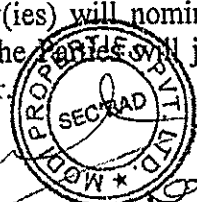
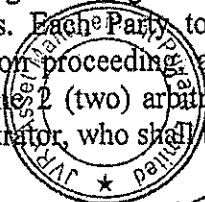
12. GOVERNING LAW AND JURISDICTION:

This Agreement is made under and shall be governed by and construed for all purposes in accordance with the laws of India and subject to the provisions of Clause 13 below, courts at Hyderabad, Telangana shall have exclusive jurisdiction.

13. DISPUTE RESOLUTION:

13.1 In the event of any dispute, controversy, or disagreement arises of any kind between or among the Parties arising out of or in connection with this Agreement ("Dispute"), the Parties will discuss in good faith to resolve the Dispute.

13.2 In case the Dispute is not resolved within 30 (thirty) days after one Party receives the notice of Dispute, in writing, from another Party, the Dispute shall be referred to arbitration before a sole arbitrator to be jointly nominated by the Parties. In the event the Parties are unable to agree on the nomination of a sole arbitrator within 10 (ten) Business Days following the filing of the notice of arbitration, the tribunal will consist of 3 (three) arbitrators. Each Party to the Dispute (that is the claimant Party(ies) instituting the arbitration proceeding, and the respondent Party(ies) will nominate 1 (One) arbitrator, and the 2 (two) arbitrators so nominated by the Parties will jointly nominate the third arbitrator, who shall be the presiding arbitrator.



- 13.3 The seat and venue of the arbitration proceedings shall be at Hyderabad, Telangana India. The arbitration proceedings will be conducted in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- 13.4 The award of the arbitrator(s) will be reasoned in writing and will be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by Applicable Law. The Parties further agree that the arbitrator(s) shall decide on the costs and reasonable expenses (including reasonable fees of the counsels involved) incurred in the arbitration and award interest up to the date of the payment of the award.
- 13.5 During the arbitration proceedings the responsibilities and obligations of the Parties set out in this Agreement will subsist and the Parties will perform their respective obligations continuously except for that part which is the concerned matter of Dispute in the arbitration.
- 13.6 The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in any competent court of law.
- 13.7 The Court's at Hyderabad, Telangana shall have the exclusive jurisdiction in relation to nay interim relief sought by any Party or for enforcement of any award granted by the Arbitration panel.

14. AMENDMENT:

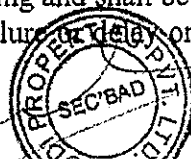
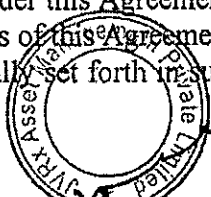
No modification or amendment of this Agreement shall be valid or binding unless made in writing and duly executed by all the Parties.

15. SEVERABILITY:

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent for any reason including by reason of any Applicable Law, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid, illegal or unenforceable provision of this Agreement shall be replaced with a provision, which is valid, legal and enforceable and most nearly reflects the original intent of the invalid, illegal and unenforceable provision.

16. WAIVERS:

Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. No failure or delay on the part



of any Party to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Parties to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party under Applicable Law or in equity.

17. EXCLUSION OF ASSIGNMENT:

None of the Parties shall be entitled to transfer or assign their rights and obligations under this Agreement to any Person.

18. ENTIRE AGREEMENT:

This Agreement including any documents or certificates referenced herein and therein and the schedules, annexures and exhibits hereto and thereto, which are hereby expressly incorporated herein by this reference constitute the entire understanding and agreement between the Parties with regard to the subject matter hereof to the exclusion of all other prior agreements, arrangements, term sheets or understandings and assurances, relating to such subject matter either written or oral, executed between the Sellers, the Company and the Purchasers.

It is hereby agreed that pursuant to mutual discussions between the Parties, the Parties have agreed to terminate the Share Purchase Agreement and Preference Share Purchase Agreement entered into between the Company, Sellers and M/s. Modi Reality Muraharipally LLP and the same shall stand terminated and nullified in entirety without survival of any clause therein from the Effective Date mentioned hereinabove.

19. AGREEMENT IN COUNTERPARTS:

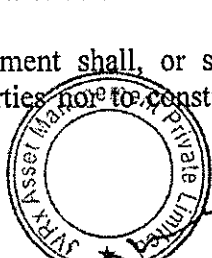
This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

20. COSTS:

Except as expressly provided herein, each Party shall bear its own costs pertaining to the transactions mentioned in this Agreement.

21. NO PARTNERSHIP OR AGENCY:

Nothing in this Agreement shall, or shall be deemed to, constitute a partnership between any of the Parties nor to constitute a Party as the agent of any of the other Parties for any purpose.



22. SURVIVAL

Clause Error! Reference source not found. (*Definitions and Interpretation*), Clause Error! Reference source not found. (*Warranties*), Schedule 3 (*Warranties*), Clause 11 (*Indemnification*), Clause 13 (*Dispute Resolution*), Clause 10 (*Notices*), and Clauses 14 to 23 and any other provision of this Agreement reasonably expected to survive termination shall survive the expiry or termination of this Agreement

23. SPECIFIC PERFORMANCE

Notwithstanding anything contained in this Agreement, in the event that a Party commits a default of the terms of this Agreement then, the non-defaulting Parties shall be entitled to such remedies, including remedies by way of Damages and/or specific performance, as may be permitted under applicable Laws, in addition to their rights and remedies under this Agreement.

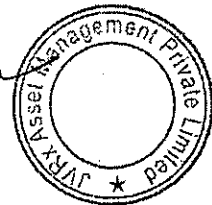
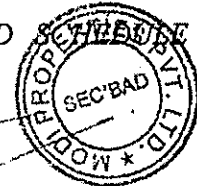
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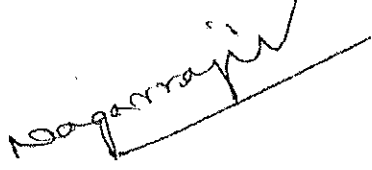
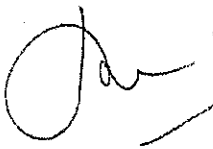
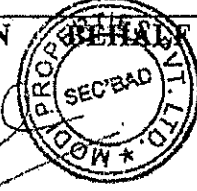
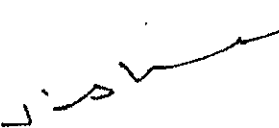
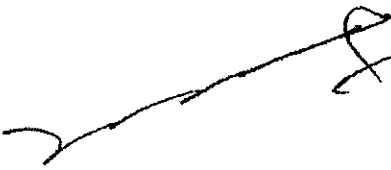
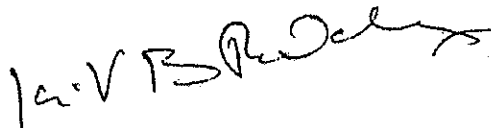
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K. V. Balan

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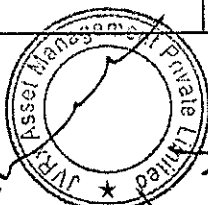
N. Krishna Veni



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREINABOVE WRITTEN

FOR AND ON BEHALF OF THE COMPANY:  Name: : Mr. Adivi Leela Nagaraju Designation: Authorised Signatory <u>In the presence of</u> Name: Signature:	FOR AND ON BEHALF OF PURCHASER 1:   Name: Mr. Soham Modi Designation: Authorised Signatory <u>In the presence of:</u> Name: Signature:
FOR AND ON BEHALF OF PURCHASER 2:   Name: Mr. Vishal Goel Designation: Authorised Signatory <u>In the presence of:</u> Name: Signature:	BY PURCHASER 3:  Name: Mr. Bhashyakarla Anand Kumar <u>In the presence of:</u> Name: Signature:
BY PURCHASER 4:  Name: Mr. N. Reddy Kiran Kumar <u>In the presence of:</u> Name: Signature:	BY PURCHASER 5:  Name: Mr. K. Vijaya Bhasker Reddy <u>In the presence of:</u> Name: Signature:

BY PURCHASER 6: <i>[Signature]</i> Name: Mr. Kalluri Venkata Narasimha Murthy <u>In the presence of:</u> Name: Signature:	BY PURCHASER 7: <i>[Signature]</i> Name: Mr. Kalluri Venkata Nagabhushanam <u>In the presence of:</u> Name: Signature:
BY PURCHASER 8: <i>[Signature]</i> Name: Mrs. Naredla Krishnaveni <u>In the presence of:</u> Name: Signature:	BY SELLER 1: <i>[Signature]</i> Name: Mr. Naga Govardhan Kumar Janapati <u>In the presence of:</u> Name: Signature:
BY SELLER 2: <i>[Signature]</i> Name: Mr. Adivi Leela Nagaraju <u>In the presence of:</u> Name: Signature:	



N.K.

Kalluri Venkata

[Signature]

**SCHEDULE 1
PART A**

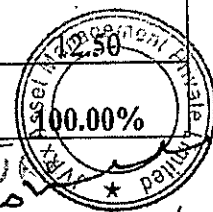
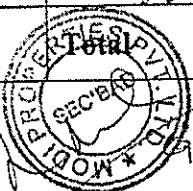
SHAREHOLDING PATTERN OF THE COMPANY AS ON EXECUTION DATE

S.no	Name of the shareholder	No. of equity shares	Shareholding %	No. of Preference shares	Shareholding %
1	MR. NAGA GOVARDHAN KUMAR JANAPATI	1,25,000	50%	1,25,000	13%
2	MR. ADIVI LEELA NAGARAJU	1,25,000	50%	15,53,800	87%
	Total	2,50,000	100%	16,78,800	100.00%

**SCHEDULE 1
PART B**

SHAREHOLDING PATTERN OF THE COMPANY AS ON DATE OF THE CLOSING DATE

	Name of the equity shareholder	No. of equity shares	No. of preference shares	Shareholding %
1.	Modi Properties Private Limited	46,875.00	3,14,775.00	18.75
2.	JVRX Asset Management Private Limited	15,625.00	1,04,925.00	6.25
3.	Mr. B Anand Kumar	31,250.00	2,09,850.00	12.50
4.	Mr. K Venkata Nagabhushanam	31,250.00	2,09,850.00	12.50
5.	Mr. N Krishnaveni	31,250.00	2,09,850.00	12.50
6.	Mr. N Reddy Kiran Kumar	31,250.00	2,09,850.00	12.50
7.	Mr. Venkata Narsimha Murthy	31,250.00	2,09,850.00	12.50
8.	Mr. Vijay Bhaskar Reddy	31,250.00	2,09,850.00	12.50
	Total	2,50,000	16,78,800	100.00%



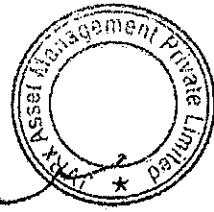
N. Krishnaveni
Modi Properties Private Limited
K. Venkata Nagabhushanam
JVRX Asset Management Private Limited
Vijay Bhaskar Reddy
22

SCHEDULE 2 CONDITIONS PRECEDENT

1. The directors on the board of the Company as on the Effective Date shall continue to be in office until further notice and such resignation shall be effective subject to the terms and conditions mentioned in this Agreement.
2. The Company shall have obtained all Consents and approvals (including corporate, governmental, management, third party and regulatory approvals and consents) which are necessary for the transactions contemplated herein.
3. The Sellers shall have obtained all the requisite Consents and approvals (including corporate, governmental, management, third party and regulatory approvals and consents) which are necessary for the transactions contemplated herein.
4. Obtaining of valuation certificate as required under Applicable Laws.
5. Inspection by Purchasers and its representatives of all corporate, financial and taxation records of the Company and the Purchasers being satisfied that there are no additional or contingent liabilities on the Company or the Sale Shares other than as disclosed to the Purchasers under the due diligence process.
6. The Sellers having provided to the Purchasers, a certified copy of the latest shareholding pattern as on the Effective Date, certified by all the directors and the statutory auditor of the Company, evidencing the Sellers as the registered owners of the Sale Shares.



Govardhan Kumar J.V. *ALR* *NOG*



BAK
KKS
VUBR
KVN
KVST
N.K. Krishnaveni
KVST
NAR
NOG

SCHEDULE 3 WARRANTIES

The Sellers hereby represent, warrant and undertake to the Purchasers that:

1. Title

- (a) The Sellers are the sole, legal and beneficial owners of the Sale Shares and have clear and marketable title in and to the same. The Sellers are legally entitled to sell and transfer to the Purchasers the Sale Shares in accordance with the terms of this Agreement.
- (b) The Sale Shares have been duly authorised and validly issued in compliance with the requirements of the Act and all other provisions of Applicable Law and are fully paid-up.
- (c) There is neither any Encumbrance on, over or affecting any of the Sale Shares, nor any commitment to give or create any of the foregoing, and no Person has claimed to be entitled to any of the foregoing.
- (d) There are no voting trusts or agreements, options, pledge agreements, buy-sell agreements, pre-emptive rights, rights of first refusal, rights of first offer, proxies, agreements or understandings (exercisable now or in the future and contingent or otherwise) that affect the Sale Shares, or under which the Sellers have any obligation (contingent or otherwise) to sell or otherwise dispose of any of the Sale Shares or any interest therein or create or require to be created any Encumbrances over any of the Sale Shares.
- (e) Except for the rights of the Purchasers under this Agreement, no Person is entitled or has claimed to be entitled to the Sale Shares, or to require the Sellers to transfer the Sale Shares, either now or at any future date and whether contingently or not.
- (f) The Sale Shares have been issued in compliance with the provisions of the Act and other Applicable Law, and the memorandum and the articles of association of the Company.
- (g) Upon completing the purchase of the Sale Shares from the Sellers in terms of this Agreement, the Purchasers shall have a valid and marketable title to and shall be the sole legal and beneficial owner of the Sale Shares, free from any Encumbrance, claim, demand or third-party rights and interests of any description whatsoever.
- (h) The Sellers have not done or suffered any act, matter, deed or thing whereby the Sellers are or may be prevented from transferring, conveying, selling and/or assigning the Sale Shares in the Company.



All necessary filings with the Company and all Governmental Authorities in relation to the Sale Shares as required under Applicable Law have been

validly, duly and correctly made and there are no pending claims or unresolved remarks in relation thereto from any Governmental Authority;

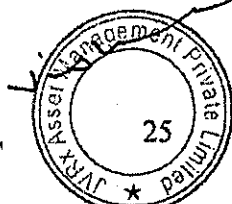
- (j) All Taxes and stamp duty amounts payable under Applicable Law (from time to time) in relation to Seller's Sale Shares have been duly and validly paid.
- (k) The Sellers have not, nor has anyone on their behalf done, committed or omitted any act, deed, matter or thing whereby the Sale Shares can be forfeited, extinguished or rendered void or voidable.
- (l) There are no Actions before any Governmental Authority in progress or pending against or relating to Sellers which could reasonably be expected to:
 - (i) enjoin, restrict or prohibit the sale of the Sale Shares as contemplated by this Agreement; or
 - (ii) prevent the Sellers from fulfilling their obligations set out in this Agreement or arising from this Agreement.

2. Action

The Sellers are not engaged (whether as claimant, defendant, plaintiff or otherwise) in any action affecting the Sale Shares or the transaction contemplated under this Agreement and there is no action passed, in progress, pending, outstanding or threatened, by or against the Sellers or their assets or properties.

3. Compliance with Laws

- (a) The Company has at all times carried on its Business in accordance with Applicable Law. Neither the Company nor has any of its employees (during the course of their duties), done or omitted to do anything which is a contravention of any Applicable Laws which has resulted or may result in any fine, penalty or other liability or sanction on the part of the Company and no complaints, notices, claims or demands have been received in respect of such matters.
- (b) All Governmental approvals and Consents required for the conduct of the Business as presently conducted, have been obtained, are valid and subsisting (and will continue to remain valid following the consummation of transactions). The Company is not in breach of or in default under such Governmental approvals and Consents and there are no events or circumstance under which any of its Government approvals or Consents are likely to be revoked, terminated or cancelled or (where applicable) not renewed in the ordinary course.



6 Financial Matters

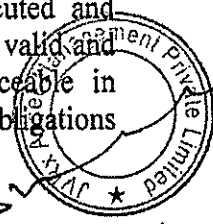
- (a) The accounts of the Company: (i) are complete and accurate, (ii) were derived from and prepared in accordance with the underlying books, records and accounts of the Company, (iii) were prepared in accordance with Indian GAAP consistently applied throughout the periods covered thereby, and (iv) fairly and accurately present the assets, liabilities (including all reserves) and financial position of the Company as of the dates thereof and the results of operations, changes in share capital and changes in cash flows for the periods then ended.
- (b) The accounts of the Company make complete provisions for all actual liabilities including Taxes, all contingent liabilities and provisions reasonably regarded as adequate for all bad and doubtful debts in accordance with past practice of the Company, and also as required under Applicable Law. There are no contingent liabilities, other than those disclosed in the Accounts including disputes with clients, employees and Tax authorities.
- (c) All financial records (required to be maintained under Applicable Law) of the Company have been properly maintained and constitute a true and fair record of all matters which ought to appear in them as stipulated under Applicable Law and where required by Applicable Law have been duly filed with the relevant Governmental Authorities concerned. The Company has complied with all applicable statutory accounting requirements including the requirements with respect to accounting for Taxes in accordance with Applicable Law.
- (d) The Company does not have any existing obligations or liabilities of any nature (whether accrued, absolute, contingent, or otherwise) forming or which may be construed to form part of business other than those set out or adequately provided for in the accounts.

7 Litigation and Claims

- (a) The Sellers are not involved in or subject to any claim, dispute, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration of any description whatsoever nor is any action threatened against its assets which have an impact on the transaction contemplated under this Agreement.
- (b) The Sellers are not subject to any injunction, judgment or order of any court, arbitrator or Governmental Authority or are in default under any order, licence, regulation, demand of any Governmental Authority.

8 Contractual Matters

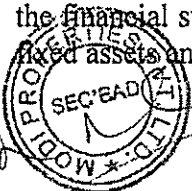
- (a) Each Contract executed by the Company has been duly stamped, executed and registered (where required), is valid and in full force and effect, constitutes valid and legally binding obligations of the parties to such Contract and enforceable in accordance with the terms thereof. The Company is in compliance with its obligations under each Contract.



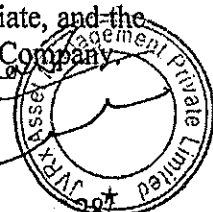
- (b) There are no existing defaults or breaches (or circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both, would become defaults or breaches) of the Company under any Contract. There are no circumstances, occurrences, events or acts that, with the giving of notice or lapse of time or both, would permit the Company or any counterparty thereto, to terminate any Contract or alter or amend any material terms of any Contract or would permit or result in any increased liability or penalty for the Company. The Company has not terminated or received any notice of any breach, event of default (by whatever name called) for termination of any Contract.

9 Assets

- (a) Other than those set out in Schedule 5 ("Demised Property"), the Company does not own any immovable property and has no liability with respect to any immovable property. The Company is the absolute owner and is in possession of the Demised Property. There are no restrictions, obligation or liability which prevents the Company from holding clear title and unfettered ownership over the Demised Property. That the building constructed on the Demised Property, has been constructed in accordance and in compliance with the Applicable Laws, regulations and bye-laws and in accordance with the plan sanctioned by competent Governmental Authorities and that no notice, show of cause or otherwise, has been issued to it till date by any municipal, statutory or other authorities alleging violation of any Applicable Laws, regulations or building bye-laws. That the Demised Property has not been mortgaged to any other person and no Third Party has any right, title or interest of whatsoever nature in the building or the Demised Property. The Company has not entered into any arrangement and/or agreement for the sale, lease, license, etc., in respect of the Demised Property or any part thereof and the same is free from all Encumbrances, minor claims, litigation, attachments, acquisition or court proceedings or charges of any kind whatsoever.
- (b) All leases and agreements relating to any property owned, leased etc. are adequately stamped, registered, valid, binding and enforceable in accordance with their terms and Company is not in default, violation or breach in any respect under any of such agreements. All rent due and owed by the Company for any of the leased properties has been paid in full. The Company has not received any written notice to the effect that any of the leased properties will not be renewed at the termination of the term thereof or that they will be renewed only at a substantially higher rent.
- (c) All taxes, liabilities, outgoings and other statutory impositions, in respect of its properties have been paid in full up to date, as demanded. The Company has not received any notice for the acquisition, requisition or otherwise of immovable property owned by them or any part thereof. The Company has all valid and subsisting permissions/ consents from the concerned local authorities for utilizing the properties or portions thereof for commercial/ office purpose.
- (d) All fixed assets owned by the Company are accurately reflected in its register of assets, the financial statements, and the depreciation applied to the assets is appropriate, and the fixed assets and inventory appearing therein are physically available with the Company.



Gouardan New Pvt



- (e) The assets owned by the Company (including immovable properties) are free and clear of all liens, charges and encumbrances. The assets of the Company have been duly maintained in the ordinary course, subject to normal wear and tear, and are in good and usable condition. The Company has not entered into any agreement to sell, transfer, lease, encumber, or otherwise dispose of or impair its right, title and interest in and to its movable and immovable property except as otherwise disclosed.

10 Intellectual Property Rights

- (a) The Company owns or has the valid right to use all intellectual property that is required or material for the operation of its business as currently conducted or proposed to be conducted. It is the exclusive owner of the entire and has unencumbered right, title and interest in and to the intellectual property owned by it and has a valid license to use any licensed intellectual property (if applicable) in connection with its Business, in each case free and clear of all encumbrances. No royalties or other consideration are required to be paid to any Person in connection with the Company's use and enjoyment of any intellectual property;
- (b) The operation of the business or use of any intellectual property by the Company does not and has not violated or infringed the intellectual property rights of any Person. No claim has been made by any Person alleging infringement by the Company of any Intellectual Property. No third party is infringing the intellectual property of the Company. The Company has not granted, nor is obliged to grant, any license, sub-license, ownership or other interest or assignment, in whole or in part, in respect of any intellectual property owned by it. There are no restrictions on the right of any the Company to license or sub-license any intellectual property owned by it.

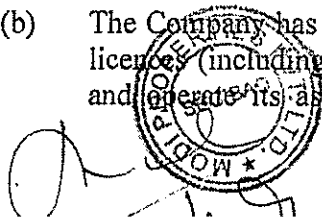
11 Employment and Labour Matters

- (a) The Company is in compliance with all Applicable Laws and employment contracts relating to employment, including employment practices, emoluments, terms and conditions of employment, working conditions, requisite Governmental approvals (including registrations), payment of salaries, wages, severance and statutory liabilities.
- (b) The Company has discharged or adequately provided for in all respects its obligations to pay all salaries, wages, commissions, gratuity payments, provident fund payments, bonuses, overtime pay, holiday pay, sick pay, leave encashment and other benefits of or connected with employment up to the date of this Agreement

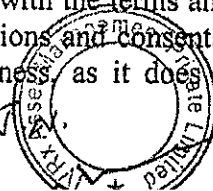
12 Licenses and Consents

- (a) All licenses, registrations, consents, permits and authorizations as are required by the Company to carry on its Business as now conducted and as proposed to be conducted under this Agreement, are in full force and effect and shall remain in full force and effect immediately after the consummation of the transaction contemplated under the Agreement.

- (b) The Company has and has at all times complied with the terms and conditions of, all licences (including statutory licences), authorisations and consents necessary to own and operate its assets and to carry on its Business as it does at present, and no



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29/11/2019

circumstances exist which may result in the termination, revocation, suspension or modification of any of those licences, authorisations or consents or that may prejudice the renewal of any of them.

13 **Borrowings**

The Company has not granted, issued or redeemed any mortgage, charge, debenture or other security or given any guarantee or indemnity in favour of any Person other than as disclosed herein or as disclosed to the Purchase prior to the Effective Date.

14 **Insolvency**

Neither the Sellers nor any of their assets or properties (including any of the Sale Shares), is involved in or subject to any insolvency proceedings, and there are no circumstances which require or would enable any insolvency proceedings to be commenced or initiated against the Sellers or any of their assets or properties (including the Sale Shares).

15 **Movable assets**

The Company has good, valid and marketable title to all movable assets of the Company which currently is and will continue to be owned by it. All of the movable assets of the Company have been disclosed in the Accounts are free and clear of any Encumbrances. The Company owns all the movable assets including equipment which are required for the purposes of its business. Since the Accounts Date, the Company has not made any acquisitions or dispositions of any of its movable assets as disclosed in the audited Accounts of the Company as on the Accounts Date.

All of the movable assets of the Company are in good operating condition and repair, subject to ordinary wear and tear.

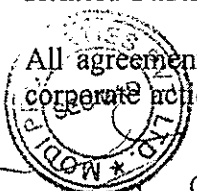
No movable assets are the subject of any factoring arrangement, conditional sale or credit agreement or subject to a charge by the Taxation authorities.

16 **Anti-competitive arrangements**

The Company has not entered into any anti-competitive agreements nor is it carrying on any activity which causes or is likely to cause an appreciable adverse effect on competition within India as each of those expressions are understood under the Competition Act, 2002 as amended from time to time, and no Action has been taken or is in progress, pending, outstanding or threatened against the Company under the Monopolies and Restrictive Trade Practices Act, 1969, the Competition Act, 2002, rules or regulations thereunder or any other anti-trust or similar legislation under any Applicable Law in any jurisdiction in which it carries on Business or has assets.

17 **Related Parties**

- (i) All agreements and arrangements with Related Parties were duly authorised by all corporate action on the part of the parties thereto, were entered into on arm's length



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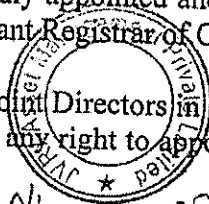
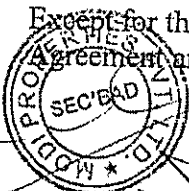
basis and under terms and conditions that are similar to comparable agreements entered into with Third Parties (if any) and were otherwise made in compliance with all Applicable Law and have been correctly categorized and fully disclosed in compliance with Applicable Laws in the Company's books and records.

- (ii) The Company's Business does not require upon the use of any asset (tangible or intangible) owned by, or facilities or services provided by any Related Party.
- (iii) None of the Related Parties, is either directly or indirectly concerned or interested:
 - (a) in any business that is competitive or likely to be competitive with any part of the Business of the Company;
 - (b) in any contract to which the Company is a party and/or by which any of its assets is bound or affected or any other contract for the provision of finance, goods, services or other facilities to or by the Company, or in any way relating to the Company or its Business.
- (iv) There is no Indebtedness, whether by way of borrowings, outstanding liabilities (whether contingent or otherwise), trade debts or howsoever otherwise owed or payable by the Company to any Related Party, or by any of the Related Parties to the Company.
- (v) None of the Related Parties have given or agreed to give any guarantee or indemnity in respect of any Indebtedness, performance or other obligations of any Third Party or any other commitment by or for which the Company is or is contingently responsible.
- (vi) There are no claims or Actions pending, outstanding or threatened, of any nature whatsoever from any Related Party against the Company in respect of unfulfilled obligations, or liabilities for past actions under any contract entered into between the Company and any of the Related Parties.
- (vii) There exist no liabilities, including penalties that may be imposed by appropriate authorities against any Related Party in respect of which the Company would be held liable.

18 Directors, Employees And Benefits

18.1 Directors:

- (i) Directors may be removed from office without the payment of any indemnity or other compensation whatsoever by the Company save for any compensation or reimbursement accruing to any whole-time director in accordance with his contract of employment.
- (ii) All the Directors have been legally and validly appointed and all requisite filings in this regard have been made with the relevant Registrar of Companies.
- (iii) Except for the right of the Purchasers to appoint Directors in accordance with this Agreement and the Act, no other Person has any right to appoint or nominate any



Govardhan Kew J.N.

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Director.

- (iv) The Directors have no interests in any other companies, firms, organizations or non-natural Persons.

18.2 Employees

- (i) The Company is not, and has not been, in violation of all Applicable Laws relating to employment and employment practices, including any such Applicable Laws regarding, work conditions, hours of work, payment of wages or other dues, provided fund, gratuity, bonus, employees state insurance, minimum wage, overtime payments, employment discrimination, workers' compensation, employee social security contributions, employee income tax withholding and family and medical leave including under the Payment of Gratuity Act, 1972, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948 or under any analogous provisions of law in the jurisdiction in which such employment subsists (to the extent applicable).
- (ii) No employee of the Company is entitled to a commission or remuneration of any sort calculated by reference to the whole or part of the turnover or profits of the Company.
- (iii) No claim in relation to employees or former employees of the Company or contract labourers hired by the Company has been made against the Company, or against any Person whom the Company is liable to indemnify.
- (iv) The Company has not been or is engaged in any unfair labour practice.
- (v) No employee of the Company has been involved in any criminal Action relating to the business or activities of the Company.
- (vi) No Actions or grievances with any of its employees are pending or threatened.

18.3 Contract Labour

- (i) The Company has no personnel and workers hired or utilized by it from independent contractors as contract labourers.
- (ii) There are no outstanding liabilities or claims made on the Company under the Contract Labour (Regulation and Abolition) Act, 1970 or the rules made thereunder.

18.4 Pensions

From and after the Closing Date, the Sellers undertake that there are no dues outstanding to the statutory authorities under PF, ESI and other acts related to mandatory benefit to the employees of the Company. Further, Sellers shall be severally liable for any dispute / claims that may arise with respective statutory authorities, in future, immediately after the date of this agreement. Company will not be required to pay nor will it be under any liability (actual or contingent) to pay or

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32
negotiated

Handwritten notes:
2. Kishore
Kumar D.

secure, any pension, provident or other benefit on retirement, death, illness or disability of any of its employees or on the attainment of a specified age by any of its employees or on the completion of a specified number of years of service by any of its employees or on termination of employment of any of its employees.

18.5 Loans

The Company has not granted any loan and/or advance, or provided any guarantee or financial assistance to any of its employees (past or present), which is outstanding.

18.6 Trade Unions

The Company does not have or recognize any trade union or other body representing any of its employees and nor is it a party to any collective bargaining agreement or union contract.

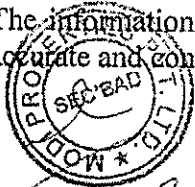
19 INFORMATION AND DISCLOSURES

19.1 All information relating to the business of the Company which is known or would on enquiry be known to any of the Sellers and the Company and which may be material to an acquirer of the Sale Shares has been fully disclosed to the Purchasers.

19.2 There is no fact which has not been disclosed in this Agreement which has had, or could reasonably be expected to have, a material adverse change.

19.3 All information supplied by any of the Sellers or the Company, their agents and/or advisers to the Purchasers and/or its advisers is true, accurate and complete in all respects and not misleading.

19.4 The information set out in the recitals to this Agreement and its Schedules is true, accurate and complete in all respects and not misleading.



Gowardhan Kew J.V.



KVNT with
K.V. B. B. B.
K.V. B. B. B.

N. Krishnaven

SCHEDULE 4

CALCULATION TO DETERMINE PURCHASE CONSIDERATION

Asset Value	6,77,83,973
Less: Liability to Vardhman Bank	(2,94,17,219)
Less: Liabilities to MN Park	(43,24,014)
Less: Other Liabilities	(1,90,42,740)
Total Purchase Consideration for Equity Shares and Preference Shares	1,50,00,000
Total Purchase Consideration for Equity Shares	25,00,000
Total Purchase Consideration for Preference Shares	1,25,00,000

[Handwritten signature]

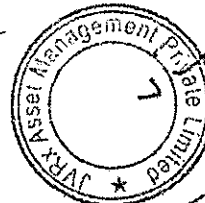


Govardhan Keesu J.N.

Kunt...

KV RBB...
KVN Balu...

Nagavaj...
Nagavaj...

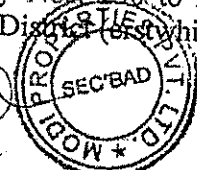
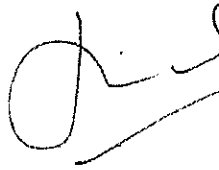


N. Krishnav...

SCHEDULE 5

DETAILS OF IMMOVABLE PROPERTIES OF THE COMPANY (DEMISED PROPERTY)

Plot No. 11, admeasuring 11471 square yards in Shapoorji Pallonji Biotech Park, Phase-I, being part of Survey Nos-230 to 243 situated at Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District (erstwhile Ranga Reddy District), Telangana State.

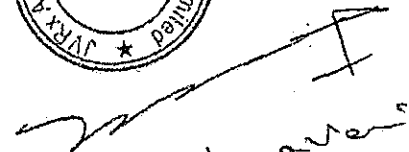
Govardhan Deem J.N.


Kunturthi

Kunturthi
Kunturthi
Kunturthi




N. Krishnaven


N. Krishnaven

Joint Sub-Registrar
X- Officio Stamp Vendor
R.O. [OB] Banga Reddy Dim

(N.J.) SL. NO. 97951 HPALA और प्रवेश
PURCHASER 160069 DEC 14 2004
EXECT/CLMT
SIG OF S.R. R.0000200 PB1080
D.R. OFFICE INDIA
R.R. DIST. STAMP DUTY ANDHRA PRADESH

7
Maa 000
NRK

B-1

INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)

COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

Dr. N.R.K. BIO - TECH PRIVATE LIMITED

REC. NO.

REC. NO.

2.2.2

- I. The Name of the Company is Dr. N.R.K. Bio-Tech. Pvt. Ltd.
II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
III. The objects of which the Company is established are :-

A. The Main Objects to be pursued by the Company on its incorporation are :

1. To Carry on the business of manufacturing, buying, selling and dealing in Pharmaceuticals, Medical drugs of all kinds including antibiotics, vitamins, bulk drugs, Enzymes, hormones, vaccines, sera and intermediates by organic synthesis, semi-synthesis biotechnology and extractions from natural/herbal plants suitable for manufacturing for human and veterinary applications, surgical, scientific equipments, appliances, accessories, diagnostic kits and related materials health care products, medicals foods and medicated cosmetics.
2. To conduct, study, research, analyze, computerized, codify, reconcile, rectify, the systems bio-technological products and deal in bio-chemical compounds, tools, apparatus, systems and to use new and imported designs, models modulations, calculations, reports, performs in the field of bio-technology. And to establish new products in animal, plants human fields by research and development in medical drugs, pharmaceuticals, medical and health care products and manufacture, deal foods and medicated cosmetics.
3. To manufacture, develop, buy, sell, study, turn into account and deal in all kinds and varieties of bio-compounds, chemicals, combinations, substances either solid or liquid or air based used ingredients, in the manufacture and preparation of drug formulations, chemical compounds, pharmaceutical formulations oils, grease, liquid and solid substances, and to manufacture, buy, sell and deal in bio-technic, bio-technical and bio-chemical raw materials and ingredients used in the above activity.
4. To carry on the business of Manufacturing, buying, selling and dealing in Pharmaceuticals medical drugs, chemicals of all kinds including antibiotic, vitamins, bulk drugs, Enzymes, hormones, vaccines, sera and Intermediates by organic synthesis, semi-synthesis biotechnology and extractions from natural/herbal plants suitable for manufacturing for human and veterinary applications, surgical, scientific equipments, appliances, accessories, diagnostic kits and related materials, healthcare products medical foods and medicated cosmetics.

1
copy of Certificate of Incorporation
is attached together with Power of
Attorney U/Reg. 18 (2) of C.A. 1956

B) THE OBJECTS THAT ARE INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE.

1. To acquire, promote, own, establish maintain and manage offices, training centers, software centres, firms, companies, warehouses, factories, plant & machinery, equipment in India or any part of the World for the conduct of the business of the Company conveniently or for the sale of any, materials or things for the time being at the disposal of the Company for sale.
2. To acquire real or leasehold estate, and to purchase, lease, construct or otherwise acquire or provide in any place in which any part of the business of the company may from time to time be carried on, all such offices, factories, warehouses workshops buildings, engines machinery plant and appliances maybe considered requisite and essential for the purpose of carrying on business of company or any part thereof.
3. To acquire and secure membership, seat or privilege either in the name of the company or its nominee or nominees in and of any association, exchanges, market, club or other institution in India or any part of the world for furtherance of any of the main objects of the company or any business, trade or industry.
4. To enter into collaboration as joint ventures or otherwise with parties in India or abroad for the purposes of promotion, improvement and for implementation of any or all the objectives of the Company.
5. To buy, plant, produce, prepare, treat, repair, manipulate, exchange, hire, let on hire import, dispose of and deal in all kinds of articles and things which may be required for the purpose of any of the business which the Company is expressly or by implication authorized by this Memorandum to carry on or which are commonly supplied or dealt in by persons engaged any such business or which may seem capable of being profitably dealt in connection with an of the said business & to manufacture and deal in all kinds of plant, machinery, apparatus tools, utensils materials & things necessary or convenient for carrying on all or any of the main objects of Company and to carry on any other business.
6. To erect buildings, sheds, roads or houses on any land leased or purchased or to be leased to the Company, and to enlarge, alter or improve existing buildings, sheds, roads or houses thereon, for the purpose of business of the company.
7. To employ or otherwise acquire technical experts, engineers, mechanics, foremen or skilled and unskilled labor for any of the purposes or business of the Company.
8. To make, undertake or encourage, experiment, research or invent in connection with the business of the Company.
9. To apply for, tender, purchase or otherwise acquire, contracts, subcontracts and concessions for all or any of them and to undertake, execute, carryout, dispose of or otherwise turn to account the same and to sublet all or any contracts from time to time and upon such terms and conditions as maybe thought expedient.
10. To let on lease any machinery, plant, buildings and equipment's of the Company for the time being the property of the Company or property which will be acquired in due course whether as a whole or part by part to any person, firm or Company.
11. To develop, repair, improve, extend, maintain, man age mortgage, charge, exchange, sell or transfer, dispose of turn to account, or otherwise deal with the whole or any part of Company's property and assets.
12. To purchase, take on lease or in exchange, hire or otherwise acquire any estates [property or otherwise] land or lands in India or elsewhere and any rights of way, water rights and other rights, privileges and easements and concession and factories, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal immovable of any kind in so far as they are related or required for the Company's business.
13. To exchange, lease, mortgage, charge, develop, dispose of or otherwise deal with the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit, and in particular for shares or other securities of any other company having objects altogether or in part - to those of this Company.

14. To remunerate [by cash or otherwise or by other assets or by allotment of fully or partly paid up shares or in any other manner] any persons, firms associations or companies for services rendered or to be rendered in giving technical aid and advice, granting licenses or permissions for use of patents, trade secrets, trade marks, processes and in acting as trustees for debenture holders of the Company or for subscriptions whether absolutely or conditionally or for services rendered in or about the formation or promotion of the Company, if any, or for guaranteeing payment of such debentures or other securities of this Company and in any Company promoted by this company or in introducing any property or business to this Company or in or about the conduct of the business of this Company or interest there on. any
15. To build, alter, construct, and maintain any protect, factories warehouses, chawls, dwellings, reservoirs, tanks, roads, railway siding and canals and other buildings or work necessary or convenient for the company or which can be conveniently used in connection therewith.
16. To purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, rights, processes, and secrets, inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture or grant licenses or privileges in respect of the same and to spend money experimenting upon and testing and in improving seeking to improve any patents, inventions, processes, secrets and rights which the Company acquire or propose to acquire.
17. To purchase or otherwise acquire and undertake the whole or any part of business, property rights, or liabilities of any person, firm or company carrying on any business which the company is authorized to carry on or possessed of property or rights suitable for any of the purposes of the Company, and to purchase, acquire, promote, aid, sell and deal in property shares, stocks, debentures or debenture stocks of any such person firm or Company and to conduct, make or carry on and to effect any arrangements in regard for the winding up of the business of any such persons, firm or company.
18. To enter into partnership, joint venture or any other arrangement for sharing of profits, co-operation, amalgamation, union of the interest, joint adventure, reciprocal concession, or otherwise with any Government, authority, person, firm or Company carrying on or engaged in or about to carry on, engage in, any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company, and to lend money, to guarantee the contracts of or otherwise assist any such person, firm or company and to take or otherwise acquire shares, and securities of any such company and to sell hold, reissue with or without guarantee or otherwise deal with the same.
19. To amalgamate with any other Company or Companies having objects altogether or in part similar to those of this Company.
20. To lend money to such persons or companies and on such terms as may seem expedient and in particular to persons having dealings with the company and to guarantee the performance of contracts by any such persons or companies.
21. To invest and deal with the money of the company not immediately required in such manner as may from time to time be determined by the Board of Directors.
22. To enter into agreement or arrangements with any Government or authority or be supreme local or otherwise which may seem conducive to the Company's objects or any of them; to obtain from any such Government or authority any rights or privileges and concession which company may think desirable to obtain, and to carry out, exercise and comply with any such agreements, rights privileges and concessions, and to oppose the grant of any such rights, privileges or concessions to others.
23. To insure with any person or company against losses, damages, risks and liabilities of any kind which may effect the Company either wholly or partly.
24. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards finance.
25. To assist any company financially or otherwise, or by issuing or subscribing for or guaranteeing the subscription and issue of capital shares, stock, debentures, debenture-stock or other securities and to hold the shares, stocks and securities of any Company not withstanding there may be liability thereon.
26. To promote and form and to be interested in and take, hold and dispose of shares in other companies

having all or any of the objects mentioned in the Memorandum or which may be considered useful to this Company and to transfer to any such company property of this Company; to take or otherwise acquire, hold and dispose of shares, debentures and other securities, in or of any such company and to subsidize or otherwise assist any such company.

27. Generally, in India or elsewhere to carry on or assist or participate in any other business or trade which may seem to the Company capable, of being conveniently carried as ancillary to the above main objects or calculated directly or indirectly to promote the interests of the company or the enhance the value of or render profitable any of the Company's property or rights.
27. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and to remunerate or donate to [by cash or by the allotment of fully or partly paid shares, or by call or option on shares, debentures, debenture stock or securities of this or any other company, whether out of the company's capital profits or otherwise] any person for services rendered or to be rendered or introducing any property or business to the Company or for any other reason which company may think proper.
29. To procure the registration or other recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the company business and to apply to any parliament, local Government, Municipal or other authority or body, in India or elsewhere for any Acts of parliament, laws, decrees, concessions, orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
30. To draw, accept, make and to endorse, discount, or negotiate promissory notes, hundis, bills of exchange, bills of lading, and other negotiable instruments connected with the business or purpose of this company, subject to Banking Regulations Act, 1949.
31. To incur debts and obligations for the conduct of any business of the company and to purchase or hire the goods, materials, or machinery on credit or otherwise for any business or purpose of this company.
32. To borrow or raise money at interest or otherwise from financial institutions, banks, companies, firms and individuals, in such manner as the company may think fit, and or by the issue of debentures or debenture stock, perpetual or otherwise including debentures or debentures convertible into shares of this or any other company, or perpetual annuities; and in security of any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the company, present or future, including its uncalled capital by assignment or otherwise, and to transfer or convert the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient, and to purchase, redeem or pay off any such securities. But the company shall not do any banking business as defined in the Banking Regulations act, 1949.
33. To accumulate funds, to lend, invest or otherwise employ money belonging or entrusted to the company upon securities and shares or without security, upon such terms as may be thought proper, and from time to time to vary such transaction in such manner as the Company thinks fit but not to do the business of banking within the meaning of the Banking Regulations Act, 1949.
34. To open an account or accounts with any individual firm or company or with any banker or banks or bankers or shroffs and to pay into and to withdraw money from such account or accounts, whether they be in credit or otherwise.
35. To make advances of such sum or sums of money upon or respect of or for the rendering of services to Company purchase of materials, goods, machinery, stores or any other property, articles and things required for purpose of company upon such terms with or without security as Company may deem expedient.
36. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund, or any other special Fund, whether for depreciation or for repairing, improving extending or maintaining any of the property of the Company, or for any other purpose conducive to the interests of the Company.
37. To provide for the welfare of the directors, officers, employees and ex-directors, ex-officers, ex-employees of the Company and the wives, widows, and families, or dependants or connections for such persons by building or contributing to the building of houses, dwellings, or bungalows or by grants of money, pension, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident for the their associations instructions, funds, or trusts, and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical & other assistance as the Company shall think fit; to subscribe or contribute

or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national public or other institutions, and objects which shall have any moral or other claim to support or aid by Company either by reason of locality of operation or of public & general utility or otherwise, to incur expenditure in developing the education and to grant scholar ships, aids or any other help to students including, incurring and paying expenses on sending them for higher studies either in India or in any Foreign Country.

38. To adopt such means for making known the products of or the business carried on by the Company as may seem expedient and in particular by advertising in press, by circulars or purchase or exhibition of works of art and interest and by publication of books and periodicals and by granting prizes, awards and donations.
39. To open and keep a Register or Registers in any country or countries where it maybe deemed advisable to do so, and to allocate any number of shares in the company to such register or registers.
40. To vest any real or personal property, rights, or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company, subject to the provision of Sec.49 of Companies Act, 1956.
Subject to the provision of Section 78 of the Companies Act, 1956 to place to reserve or otherwise to apply as the company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium by the Company and any money received as dividends accrued on the forfeited shares.
42. Subject to the provisions of Companies Act, 1956, to indemnify members, officers, directors and servants of the Company or persons otherwise concerned with the Company against proceedings, costs, damages, claims and demands in respect of any tiling done or ordered to be done by them for and in the interest of the Company or for any damages or losses or misfortune which shall happen in the execution of the duties of their office.
43. To promote freedom of contract and to assist, insure against counteract and discourage interference with freedom of contract and subscribe to any association or fund for any such purpose within constitutional means and to promote or oppose legislative and other measures, affecting the Industry, trade and commerce and manufacturers within constitutional means.
44. In the event of winding up of Company, to distribute any of the property of the Company amongst the members in specie or kind.
45. To train or pay for the training in India or abroad of any of the Company's Officers, employees or any candidate in the interest of or furtherance of the company's objects and business.

(C) OTHER OBJECTS:

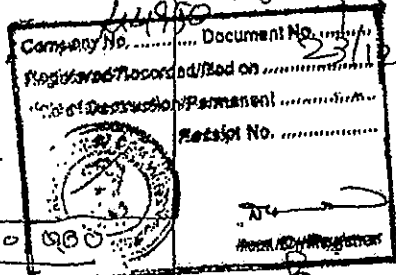
1. To carry on establish, maintain, hire, lease and deal in cold storage plant, storage chambers, freezing houses, warehouses and godowns and take and carry on storage, package, loading, unloading and delivery services for all kinds of seasonal agricultural products and all kinds of foods, processed foods including sea foods.
2. To grow, maintain, establish, any on and promote floriculture, fruit orchids, fruit gardens, teak plantations, sericulture, tissue culture, plantation of sandalwood, rosewood and medicinal plants' and to buy and sell export, trade and deal in all lands of produce from the above plantations.
3. To carry on business as financiers, promote and invest in new projects and to finance under Hire purchase, lease and any other schemes for acquiring machinery, domestic appliances, motor vehicles and cars, bills discounting and to invest in shares of Indian companies.
1. To manufacture, process, fabricate, make, buy, sell import, export, trade and deal in all kinds of plastic goods, plastic components and packing materials including pet bottles for the industrial and domestic purposes.
5. To carry on business as producers, exhibitors, distributors and right holders of all feature films in Telugu, Hindi and English, T. V. Serials/Episodes and films for advertisement.

6. To carry on business as buyers, sellers, distributors, dealers, stockists, traders, commission agents, C&F agents and wholesalers of all kinds of domestic appliances, agricultural produce, millets including commercial produce such as oleoresins, chillies, turmeric, pepper, coriander and other related produce, spices vegetables, fruits, processed and frozen foods, milk products, roots and canned/tinned foods.
 7. To carry on, undertake and engage in all kinds of contracts of civil, mechanical engineering, electrical irrigation, sewerage, water works, roads, railway works and all types of infrastructure projects including supply of material incidental thereto on turnkey basis or otherwise.
 - IV The liability of the members of the company is limited.
 - V The authorized share capital of the Company is Rs. 2500000 (Rupees Twenty Five Lakhs only) divided into 2,50,000 (Two Lakhs Fifty Thousand only) equity shares of Rs. 10/- (Rupees ten only) each.
- The company shall have power to increase or reduce the capital and to issue any shares with special rights or privileges as to voting, dividend, repayment of capital or otherwise or to subject the share to any restriction, limitation and conditions and to vary, modify or abrogate any such rights, privileges, restrictions, or conditions. "all rights of the holders of any class of shares for the time being forming part of the capital of the company may be modified, affected, varied, extended or surrendered.

6-

E-7

We, the several persons whose names and addresses have been subscribed hereunder are desirous of being formed into a Company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Sl. No.	Name, address, description and occupation and signatures of subscribers	Number of Equity shares taken by each subscriber	Name, address, description, occupation and signature of witness
1.	Nadimpally, Ramesh Kumar Raji S/o N.A. Raju R/o 502, Suraksha Sovereign, Kothaguda (PO) HITE City, Hyd-32 Occ: Business DOB: 10/5/48 <u>N.A. Raju</u>	10,000 shares	
2.)	Nadimpally Naga Poosa O/o Dr. N.R.K. Raju 502, Suraksha Sovereign White fields, Kothaguda P/O Hi-tech City, Hyd-32 Occ: Student DOB: 12/02/1986 <u>20311 Twenty Thousand</u> Total number of shares taken <u>Nadimpally</u>	10,000 shares	<u>Nadimpally</u> S/o R.V. Raju Chartered Accountant B.N. and Company Road No 9 Tulas Hall, Hyderabad.  Company No. 144950 Document No. 23/12/04 Registered/Recorded/Filed on 23/12/04 Date of Destruction/Permanent Receipt No. 20000

Date: 15.12.04

Place: Hyderabad

7

Address:

Transferee's Particulars					
Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
Modi Properties Private limited	NA	5-4-187/3 & 4 SOHAM MANSION, M.G. ROAD SECUNDERABAD Hyderabad TG 500003 IN roc@modiproperties.com	NA	NA	

Folio No. of Transferee

Specimen Signature of Transferee

Sm,

11

Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

A. KARNIKA
SVL NO. 1677/15-2010
G-6, KUBERA TOWERS
HYDERABAD

29837
122300

2007
JUN 24 2021

HYDERABAD

Securities Transfer

R.0000120 PB7278

[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014]

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED
Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
1,04,925	One Lakh Four Thousand Nine Hundred and Twenty Five Only	Seven lakhs eighty-one thousand two hundred and fifty only	7,81,250

Distinctive numbers	From	1	50001	1672801			
	To	50000	100000	1677725			
Corresponding Certificates Nos.		1	2	46			

Transferor's Particulars-

Registered / ledger Folio Number: 09
Name (s) in full

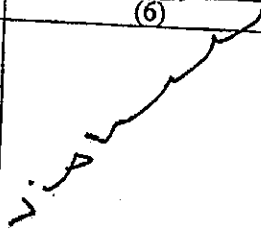
Adivi Leela Nagaraju

Signature(s)

[Signature]

I, hereby confirm that the transferor has signed before me.

Signature:
Witness: Name:
Address:

Transferee's Particulars					
Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
JVRX Asset Management Private limited	NA	6-3-569/1,4th Floor, Above BMW Show Room. Opp .RTA Office, Khairatabad Hyderabad Hyderabad TG 500082 IN vishal.goel@cerestra.in	NA	NA	

Folio No. of Transferee

10

Specimen Signature of Transferee

Value of stamp affixed (Rs.): 10/-

Enclosures:

(1) Certificates of shares

(3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

JUN 24 2021

HYDERABAD - 500079
Form No. SH-4

ZERO ZERO ZERO TWO THREE TEN 15:18

[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014]

Date of execution; June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	550001	1100001	1150001	1200001	660001
	To	600000	1150000	1200000	1250000	669850
Corresponding Certificates Nos.		12	32	33	34	19

Transferor's Particulars-

Registered / ledger Folio Number: 09

Name (s) in full

Signature(s)

Adivi Leela Nagaraju

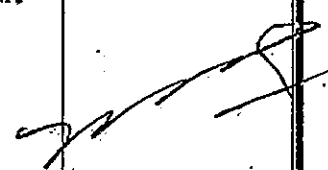
I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

Address:

Transferee's Particulars

Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
BHASHYAKARLA ANAND KUMAR	NA	H.NO.37-18/869, PLOT.NO.869,DEFENCE COLONY SAINIKPURI SECBAD-500094	Business	NA	

Folio No. of Transferee

12

Specimen Signature of Transferee



Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

JUN 24 2021

HYDERABAD - 500039
Form NO. SH-4

zero zero zero zero two three four 15:18

[Pursuant to section 56 of the Companies Act, 2013 and **INDIA** (1) of rule 11 of the Companies
(Share Capital and Debentures) Rules 2014] **R.0000234** PB7278
NON-JUDICIAL
STAMP DUTY
TELANGANA

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	725000	1550001	1576001	500001	610001	700001	669851
	To	750000	1576000	1596000	550000	650000	725000	670000
Corresponding Certificates Nos.		24	41	42	11	14, 15, 16 & 17	23	47

Distinctive numbers	From	689851	699851	1670776	1677776	609851	679851
	To	690000	700000	1672800	1678800	610000	680000
Corresponding Certificate Nos.		49	50	51	52	53	48

Transferor's Particulars-

Registered / ledger Folio Number: 04 & 09

Name (s) in full

Signature(s)

Goverdhan Leela I.N.

Mr.Naga Goverdhan Janapati

Signature(s)

Nagamaji

Adivi Leela Nagaraju

I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

Address:

Transferee's Particulars

Name in full	Father's name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
K.VIJAYA BHASKER REDDY	S/O.K.PENTA REDDY	PLOT.NO.52, JALAVAYU VIHAR COLONY OPP.KPHB COLONY KUKATPALLY, HYD-85	Business	NA	K.V.B.R.

Folio No. of Transferee

Specimen Signature of Transferee

17

K.V.B.R.

Value of stamp affixed (Rs.); 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

K. RADHIKA
SVL NO. 16/7/15-2010
G-6, KUBERA TOWERS

29840
195301

3000000
JUN 24 2021

HYDERABAD

Securities Transfer

R.0000234 PB7278

[Pursuant to section 56 of the Companies Act, 2013 and rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014]

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED
Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	800001	850009	900001	950001	690001
	To	850000	900000	950000	1000000	699850
Corresponding Certificates Nos.		26	27	28	29	22

Transferor's Particulars-

Registered / ledger Folio Number: 09
Name (s) in full

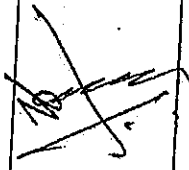
Adivi Leela Nagaraju

Signature(s)

[Signature]

I, hereby confirm that the transferor has signed before me.

Signature:
Witness: Name:
Address:

Transferee's Particulars					
Name in full	Father name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
NAREDDY KIRAN KUMAR	S/O.MADHUSUDHAN REDDY	H.NO.5-11-233,PLOT.NO.275, VENKATESHWARA NAGAR,MEERPET MOULA-ALLHYD-40	Business	NA	

Folio No. of Transferee

15

Specimen Signature of Transferee



Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No: N/A

SVL NO. 16/7/15-2010 भारत
G-6, KUNERA TOWERS

29841
124305

JUN 24 2021

HYDERABAD PAPER SH

2070 2210 1210 2070 TWO THREE FOUR 15:18

[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014] **Rs 0000234 PB7278**
INDIA NON-JUDICIAL STAMP DUTY TELANGANA

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	450001	750001	1450001	1500001	680001
	To	500000	800000	1500000	1550000	689850
Corresponding Certificates Nos.		10	25	39	40	21

Transferor's Particulars-

Registered / ledger Folio Number: 09

Name (s) in full

Adivi Leela Nagaraju

Signature(s)

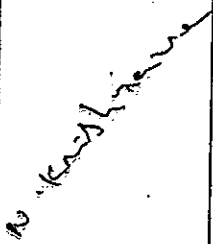
[Handwritten Signature]

I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

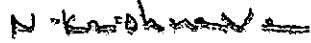
Address:

Transferee's Particulars					
Name in full	Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
NAREDLA KRISHNAVENI	N. JAI CHANDER	Villa no 8 Ambrosia grandeur Ayodhya X Road Kandlakoya (V) & (GP)	Business	NA	

Folio No. of Transferee

Specimen Signature of Transferee

14



Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

K. RADHIKA
SVL NO. 15/7/15-2010
G-6, KUBERA TOWERS
NARAYANAGUDA

29842
148305

JUN 24 2021

HYDERABAD - 500023
Form No. SH-4

15:19

LICENSE No. R.0000234 PB7278
[Pursuant to section 56 of the Companies Act, 2013 and Rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014]
TELANGANA

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	400001	1000001	1050001	1596001	600001
	To	450000	1050000	1100000	1646000	609850
Corresponding Certificates Nos.		9	30	31	43	13

Transferor's Particulars-

Registered / ledger Folio Number: 04 & 09

Name (s) in full

Signature(s)

Signature(s)

Naga Govardhan Kumar Janapiti

Adivi Leela Nagaraju

I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

Address:

Transferee's Particulars					
Name in full	Father's name	Address & E-mail-id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
KALLURI VENKATA NARASIMHA MURTHY	s/o LATE K.V.RAMA RAO	PLOT.NO.48,SRIDHAMAM SRI CHAKRA ENCLAVE SAINIKPURI,SECBAD-94	Business	NA	

Folio No. of Transferee

Specimen Signature of Transferee

16



Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

300000
JUN 24 2021

HYDERABAD 500039
FORM NO. SH-4

ZERO ZERO ZERO Kilo Two Three Niner

[Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014]

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	1250001	1300001	1350001	1400001	670001
	To	1300000	1350000	1400000	1450000	679850
Corresponding Certificates Nos.		35	36	37	38	20

Transferor's Particulars-

Registered / ledger Folio Number: 09

Name (s) in full

Signature(s)

Adivi Leela Nagaraju

I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

Address:

Transferee's Particulars					
Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
KALLURI VENKATA NAGABHUSHANAM	NA	H.NO.6-3- 286/2,3RD CROSS HASTHINAPURI COLONY SAINIKPURI - ,SECBAD-94	Employment	NA	

Folio No. of Transferee

Specimen Signature of Transferee

13

Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No FR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

John Sub-Registrar
X-Officio Stamp Vender
A.O. [OB] Ranga Reddy Dist

(N.J.) SL.NO. भारत 97951 माला अधि प्रवेश
PURCHASER 160069 DEC 14 2004
EXECT/CLMT
SIG OF S.R. CER 0000200 P81080
D.R. OFFICE INDIA STAMP DUTY ANDHRA PRADESH
R.R. DIST.

B-1

INCORPORATED
UNDER THE COMPANIES ACT, 1956
(1 OF 1956)

COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

Dr. N.R.K. BIO - TECH PRIVATE LIMITED

Private Limited

- I. The Name of the Company is Dr. N.R.K. Bio-Tech. Pvt. Ltd.
- II. The Registered Office of the Company will be situated in the State of Andhra Pradesh.
- III. Objects of which the Company is established are :-

A. The Main Objects to be pursued by the Company on its incorporation are :

1. To Carry on the business of manufacturing, buying, selling and dealing in Pharmaceuticals, Medical drugs of all kinds including antibiotics, vitamins, bulk drugs, Enzymes, hormones, vaccines, sera and intermediates by organic synthesis, semi-synthesis biotechnology and extractions from natural/herbal plants suitable for manufacturing for human and veterinary applications, surgical, scientific equipments, appliances, accessories, diagnostic kits and related materials health care products, medicals foods and medicated cosmetics.
2. To conduct, study, research, analyze, computerized, codify, reconcile, rectify, the systems bio-technological products and deal in bio-chemical compounds, tools, apparatus, systems and to use new and imported designs, models modulations, calculations, reports, performs in the field of bio-technology. And to establish new products in animal, plants human fields by research and development in medical drugs, pharmaceuticals, medical and health care products and manufacture, deal foods and medicated cosmetics.
3. To manufacture, develop, buy, sell, study, turn into account and deal in all kinds and varieties of bio-compounds, chemicals, combinations, substances either solid or liquid or air based used ingredients, in the manufacture and preparation of drug formulations, chemical compounds, pharmaceutical formulations oils, grease, liquid and solid substances, and to manufacture, buy, sell and deal in bio-technic, bio-technical and bio-chemical raw materials and ingredients used in the above activity.
4. To carry on the business of Manufacturing, buying, selling and dealing in Pharmaceuticals medical drugs, chemicals of all kinds including antibiotic, vitamins, bulk drugs, Enzymes, hormones, vaccines, sera and Intermediates by organic synthesis, semi-synthesis biotechnology and extractions from natural/herbal plants suitable for manufacturing for human and veterinary applications, surgical, scientific equipments, appliances, accessories, diagnostic kits and related materials, healthcare products medical foods and medicated cosmetics.

Copy of Certificate of Incorporation
is attached together with Power of
Attorney U/Reg. 19 (2) of C.A. 1956

B) THE OBJECTS THAT ARE INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE.

1. To acquire, promote, own, establish maintain and manage offices, training centers, software centres, firms, companies, warehouses, factories, plant & machinery, equipment in India or any part of the World for the conduct of the business of the Company conveniently or for the sale of any, materials or things for the time being at the disposal of the Company for sale.
2. To acquire real or leasehold estate, and to purchase, lease, construct or otherwise acquire or provide in any place in which any part of the business of the company may from time to time be carried on, all such offices, factories, warehouses workshops buildings, engines machinery plant and appliances maybe considered requisite and essential for the purpose of carrying on business of company or any part thereof.
3. To acquire and secure membership, seat or privilege either in the name of the company or its nominee or nominees in and of any association, exchanges, market, club or other institution in India or any part of the world for furtherance of any of the main objects of the company or any business, trade or industry.
4. To enter into collaboration as joint ventures or otherwise with parties in India or abroad for the purposes of promotion, improvement and for implementation of any or all the objectives of the Company.
5. To buy, plant, produce, prepare, treat, repair, manipulate, exchange, hire, let on hire import, dispose of and deal in all kinds of articles and things which may be required for the purpose of any of the business which the Company is expressly or by implication authorized by this Memorandum to carry on or which are commonly supplied or dealt in by persons engaged any such business or which may seem capable of being profitably dealt in connection with an of the said business & to manufacture and deal in all kinds of plant, machinery, apparatus tools, utensils materials & things necessary or convenient for carrying on all or any of the main objects of Company and to carry on any other business.
6. To erect buildings, sheds, roads or houses on any land leased or purchased or. to be leased to the Company, and to enlarge, alter or improve existing buildings, sheds, roads or houses thereon, for the purpose of business of the company.
7. To employ or otherwise acquire technical experts, engineers, mechanics, foremen or skilled and unskilled labor for any of the purposes or business of the Company.
8. To make, undertake or encourage, experiment, research or invent in connection with the business of the Company.
9. To apply for, tender, purchase or otherwise acquire, contracts, subcontracts and concessions for all or any of them and to undertake, execute, carryout, dispose of or otherwise turn to account the same and to sublet all or any contracts from time to time and upon such terms and conditions as maybe thought expedient.
10. To let on lease any machinery, plant, buildings and equipment's of the Company for the time being the property of the Company or property which will be acquired in due course whether as a whole or part by part to any person, firm or Company.
11. To develop, repair, improve, extend, maintain, man age mortgage, charge, exchange, sell or transfer, dispose of tum to account, or otherwise deal with the whole or any part of Company's property and assets.
12. To purchase, take on lease or in exchange, hire or otherwise acquire any estates [property or otherwise] land or lands in India or elsewhere and any rights of way, water rights and other rights, privileges and easements and concession and factories, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal immovable of any kind in so far as they are related or required for the Company's business.
13. To exchange, lease, mortgage, charge, develop, dispose of or otherwise deal with the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit, and in particular for shares or other securities of any other company having objects altogether or in part - to those of this Company.

14. To remunerate [by cash or otherwise or by other assets or by allotment of fully or partly paid up shares or in any other manner] any persons, firms associations or companies for services rendered or to be rendered in giving technical aid and advice, granting licenses or permissions for use of patents, trade secrets, trade marks, processes and in acting as trustees for debenture holders of the Company or for subscriptions whether absolutely or conditionally or for services rendered in or about the formation or promotion of the Company, if any, or for guaranteeing payment of such debentures or other securities of this Company and in any Company promoted by this company or in introducing any property or business to this Company or in or about the conduct of the business of this Company or interest there on. any
15. To build, alter, construct, and maintain any protect, factories warehouses, chawls, dwellhgs, reservoirs, tanks, roads, railway siding and canals and other buildings or work necessary or convenient for the company or which can be conveniently used in connection therewith.
16. To purchase or by any other means acquire and protect, prolong and renew, whether in India or elsewhere, any patents, rights, processes, and secrets, inventions, licenses, protections and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture or grant licenses or privileges in respect of the ~c and to spend money experimenting upon and testing and in improving seeking to improve any patents, inventions, processes, secrets and rights which the Company acquire or propose to acquire.
17. To purchase or otherwise acquire and undertake the whole or any part of business, property rights, or liabilities of any person, firm or company carrying on any business which the company is authorized to carry on or possessed of property or rights suitable for any of the purposes of the Company, and to purchase, acquire, promote, aid, sell and deal in property shares, stocks, debentures or debenture stocks of any such person firm or Company and to conduct, make or carry on and to effect any arrangements in regard for the winding up of the business of any such persons, firm or company.
18. To enter into partnership, joint venture or any other arrangement for sharing of profits, co-operation, amalgamation, union of the interest, joint adventure, reciprocal concession, or otherwise with any Government, authority, person, firm or Company carrying on or engaged in or about to carry on, engage in, any business or transaction which this Company is authorized to carry on or engaged in, or any business or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company, and to lend money, to guarantee the contracts of or otherwise assist any such person, firm or company and to take or otherwise acquire shares, and securities of any such company and to sell hold, reissue with or without guarantee or otherwise deal with the same.
19. To amalgamate with any other Company or Companies having objects altogether or in part similar to those of this Company.
20. To lend money to such persons or companies and on such terms as may seem expedient and in particular to persons having dealings with the company and to guarantee the performance of contracts by any such persons or companies.
21. To invest and deal with the money of the company not immediately required in such manner as may from time to time be determined by the Board of Directors.
22. To enter into agreement or arrangements with any Government or author be supreme local or otherwise which may seem conducive to the Company's objects or any of them; to obtain from any such Government or authority any rights or privileges and concession which company may think desirable to obtain, and to carry out, exercise and comply with any such agreements, rights privileges and concessions, and to oppose the grant of any such rights, privileges or concessions to others.
23. To insure with any person or company against losses, damages, risks and liabilities of any kind which may effect the Company either wholly or partly.
24. To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances and to make payments towards' finance.
25. To assist any company financially or otherwise, or by issuing or subscribing for or guaranteeing the subscription and issue of capital shares, stock, debentures, debenture-stock or other securities and to hold the shares, stocks and securities of any Company not withstanding there maybe liability thereon.
26. To promote and form and to be interested in and take, hold and dispose of shares in other companies

having all or any of the objects mentioned in the Memorandum or which may be considered useful to this Company and to transfer to any such company property of this Company; to take or otherwise acquire, hold and dispose of shares, debentures and other securities, in or of any such company and to subsidize or otherwise assist any such company.

27. Generally, in India or elsewhere to carry on or assist or participate in any other business or trade which may seem to the Company capable of being conveniently carried as ancillary to the above main objects or calculated directly or indirectly to promote the interests of the company or the enhance the value of or render profitable any of the Company's property or rights.
28. To pay all costs, charges and expenses of and incidental to the promotion, formation, registration and establishment of the Company and to remunerate or donate to [by cash or by the allotment of fully or partly paid shares, or by call or option on shares, debentures, debenture stock or securities of this or any other company, whether out of the company's capital profits or otherwise] any person for services rendered or to be rendered or introducing any property or business to the Company or for any other reason which company may think proper.
29. To procure the registration or other recognition of the company in any country, state or place and to establish and regulate agencies for the purpose of the company business and to apply to any parliament, local Government, Municipal or other authority or body, in India or elsewhere for any Acts of parliament, laws, decrees; concessions, orders, rights or privileges that may seem conducive to the Company's objects or any of them and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
30. To draw, accept, make and to endorse, discount, or negotiate promissory notes, hounds, bills of exchange, bills of lading, and other negotiable instruments connected with the business or purpose of this company, subject to Banking Regulations Act. 1949.
31. To incur debts and obligations for the conduct of any business of the company and to purchase or hire the goods, materials, or machinery on credit or otherwise for any business or purpose of this company.
32. To borrow or raise money at interest or otherwise from financial institutions, banks, companies, firms and individuals, in such manner as the company may think fit, and or by the issue of debentures or debenture stock, perpetual or otherwise including debentures or debentures convertible into shares of this or any other company, or perpetual annuities; and in security of any such money so borrowed, raised or received to mortgage, pledge or charge the whole or any part of the property, assets or revenue of the company, present or future, including its uncalled capital by assignment or otherwise, and to transfer or convert the same absolutely or in trust and to give the lenders powers of sale and other powers as may seem expedient, and to purchase, redeem or pay off any such securities. But the company shall not do any banking business as defined in the Banking Regulations act, 1949.
33. To accumulate funds, to lend, invest or otherwise employ money belonging or entrusted to the company upon securities and shares or without security, upon such terms as may be thought proper, and from time to time to vary such transaction in such manner as the Company thinks fit but not to do the business of banking within the meaning of the Banking Regulations Act, 1949.
34. To open an account or accounts with any individual firm or company or with any banker or banks or bankers or shroffs and to pay into and to withdraw money from such account or accounts, whether they be in credit or otherwise.
35. To make advances of such sum or sums of money upon or respect of or for the rendering of services to Company purchase of materials, goods, machinery, stores or any other property, articles and things required for purpose of company upon such terms with or without security as Company may deem expedient.
36. To create any Depreciation Fund, Reserve Fund, Sinking Fund, Insurance Fund, or any other special Fund, whether for depreciation or for repairing, improving extending or maintaining any of the property of the Company, or for any other purpose conducive to the interests of the Company.
37. To provide for the welfare of the directors, officers, employees and ex-directors, ex-officers, ex-employees of the Company and the wives, widows, and families, or dependants or connections for such persons by building or contributing to the building of houses, dwellings, or crows or by grants of money, pension, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing to provident for the their associations instructions, funds, or trusts, and by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical & other assistance as the Company shall think fit; to subscribe or contribute

or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national public or other institutions, and objects which shall have any moral or other claim to support or aid by Company either by reason of locality of operation or of public & general utility or otherwise, to incur expenditure in developing the education and to grant scholar ships, aids or any other help to students including, incurring and paying expenses on sending them for higher studies either in India or in any Foreign Country.

38. To adopt such means for making known the products of or the business carried on by the Company as may seem expedient and in particular by advertising in press, by circulars or purchase or exhibition of works of art and interest and by publication of books and periodicals and by granting prizes, awards and donations.
39. To open and keep a Register or Registers in any country or countries where it may be deemed advisable to do so, and to allocate any number of shares in the company to such register or registers.
40. To vest any real or personal property, rights, or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company, subject to the provision of Sec.49 of Companies Act, 1956.
Subject to the provision of Section 78 of the Companies Act, 1956 to place to reserve or otherwise to apply as the company may from time to time think fit, any money received by way of premium on shares or debentures issued at a premium by the Company and any money received as dividends accrued on the forfeited shares.
42. Subject to the provisions of Companies Act, 1956, to indemnify members, officers, directors and servants of the Company or persons otherwise concerned with the Company against proceedings, costs, damages, claims and demands in respect of any tiling done or ordered to be done by them for and in the interest of the Company or for any damages or losses or misfortune which shall happen in the execution of the duties of their office.
43. To promote freedom of contract and to assist, insure against counteract and discourage interference with freedom of contract and subscribe to any association or fund for any such purpose within constitutional means and to promote or oppose legislative and other measures, affecting the Industry, trade and commerce and manufacturers within constitutional means.
44. In the event of winding up of Company, to distribute any of the property of the Company amongst the members in specie or kind.
45. To train or pay for the training in India or abroad of any of the Company's Officers, employees or any candidate in the interest of or furtherance of the company's objects and business.

(C) OTHER OBJECTS:

1. To carry on establish, maintain, hire, lease and deal in cold storage plant, storage chambers, freezing houses, warehouses and godowns and take and carry on storage, package, loading, unloading and delivery services for all kinds of seasonal agricultural products and all kinds of foods, processed foods including sea foods.
2. To grow, maintain, establish, any on and promote floriculture, fruit orchids, fruit gardens, teak plantations, sericulture, tissue culture, plantation of sandalwood, rosewood and medicinal plants and to buy and sell export, trade and deal in all lands of produce from the above plantations.
3. To carry on business as financiers, promote and invest in new projects and to finance under Hire purchase, lease and any other schemes for acquiring machinery, domestic appliances, motor vehicles and cars, bills discounting and to invest in shares of Indian companies.
4. To manufacture, process, fabricate, make, buy, sell import, export, trade and deal in all kinds of plastic goods, plastic components and packing materials including pet bottles for the industrial and domestic purposes.
5. To carry on business as producers, exhibitors, distributors and right holders of all feature films in Telugu, Hindi and English, T. V. Serials/Episodes and films for advertisement.

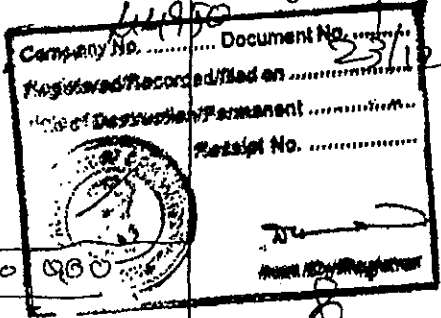
6. To carry on business as buyers, sellers, distributors, dealers, stockists, traders, commission agents, C&F agents and wholesalers of all kinds of domestic appliances, agricultural produce, millets including commercial produce such as oleoresins, chillies, turmeric, pepper, coriander and other related produce, spices vegetables, fruits, processed and frozen foods, milk products, roots and canned/tinned foods.
 7. To carry on, undertake and engage in all kinds of contracts of civil, mechanical engineering, electrical irrigation, sewerage, water works, roads, railway works and all types of infrastructure projects including supply of material incidental thereto on turnkey basis or otherwise.
- IV The liability of the members of the company is limited.
- V The authorized share capital of the Company is Rs. 2500000 (Rupees Twenty Five Lakhs only) divided into 2,50,000 (Two Lakhs Fifty Thousand only) equity shares of Rs. 10/- (Rupees ten only) each.

The company shall have power to increase or reduce the capital and to issue any shares with special rights or privileges as to voting, dividend, repayment of capital or otherwise or to subject the share to any restriction, limitation and conditions and to vary, modify or abrogate any such rights, privileges, restrictions, or conditions. All rights of the holders of any class of shares for the time being forming part of the capital of the company may be modified, affected, varied, extended or surrendered.

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We, the several persons whose names and addresses have been subscribed hereunder are desirous of being formed into a Company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Sl. No.	Name, address, description and occupation and signatures of subscribers	Number of Equity shares taken by each subscriber	Name, address, description, occupation and signature of witness
1.	Nadimpally Ramesh Kumar R/o S/o N. A. Raju R/o 502, Suraksha Sreenis, Kothaguda (PO) HITEC City, Hyd-32 Occ: Business DOB: 10/5/48 <u>N. A. Raju</u>	10,000 shares	
2.)	Nadimpally Naga Poosa O/o Dr. N. R. K. Raju 502, Suraksha Sreenis White fields, Kothaguda P/O Hi-tech City, Hyd-32 Occ: Student DOB: 12/02/1986 <u>Dr. N. R. K. Raju</u> Total number of shares taken Buddha	10,000 shares	Buddha O/o B. V. Raju Chartered Accountant B. N. and Company Road No 9 Jubilee Hills Hyderabad 

Date: 15.12.04

Place: Hyderabad

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K. KADHIKA
SVL NO. 16/7/15-2010
G-6, KUBERA TOWERS
HYDERABAD, 500039

29843
155303

JUN 24 2021

Form NO. SH-4
SECURITIES TRANSFER FORM
Rs. 0000234 PB7278
Pursuant to section 56 of the Companies Act, 2013 and sub-rule (1) of rule 11 of the Companies (Share Capital and Debentures) Rules 2014
STAMP DUTY
TELANGANA

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Preference Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
2,09,850	Two lakhs nine thousand eight hundred and fifty only	Fifteen lakhs sixty two thousand and five hundred only.	15,62,500

Distinctive numbers	From	1250001	1300001	1350001	1400001	670001
	To	1300000	1350000	1400000	1450000	679850
Corresponding Certificates Nos.		35	36	37	38	20

Transferor's Particulars-

Registered / ledger Folio Number: 09

Name (s) in full

Signature(s)

Adivi Leela Nagaraju

Adivi Leela Nagaraju

I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name:

Address:

Transferee's Particulars

Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
KALLURI VENKATA NAGABHUSHANAM	NA	H.NO.6-3- 286/2,3RD CROSS HASTHINAPURI COLONY SAINIKPURI - ,SECBAD-94	Employment	NA	

Folio No. of Transferee

Specimen Signature of Transferee

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KVNB
KVNBhushan

Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A

UNCLASSIFIED
JUN 24 2021

HYDERABAD 520020

ZERO ZERO ZERO ZERO ZERO ONE ZERO 15:20

SECURITIES TRANSFER FORM

R-0000050 PB7278

of the Companies Act, 2013 and sub-

le (1) of rule 11 of the Companies

(Share Capital and Debentures) Rules 2014]

Date of execution: June 2021

FOR THE CONSIDERATION stated below the "Transferor(s)" named do hereby transfer to the "Transferee(s)" named the securities specified below subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) do hereby agree to accept and hold the said securities subject to the conditions aforesaid.

CIN: U24230TG2004PTC044950

Name of the company (in full): DR. N.R.K. BIO-TECH PRIVATE LIMITED

Name of the Stock Exchange where the company is listed, if any: NA

DESCRIPTION OF SECURITIES:

Kind/ Class of securities (1)	Nominal value of each unit of security (Rs.) (2)	Amount called up per unit of security (Rs.) (3)	Amount paid up per unit of security (Rs.) (4)
Equity Shares	10	10	10

No. of securities being transferred		Consideration received	
In figures	In words	In words	In figures (Rs.)
31,250	Thirty-one thousand two hundred and fifty only	Three lakhs twelve thousand five hundred only	3,12,500

Distinctive numbers	From	110001	120001	130001	155251		
	To	120000	130000	140000	156500		
Corresponding Certificates Nos.and Distinctive numbers		12	13	14	33		

Transferor's Particulars.

Registered / ledger Folio Number: 04 & 06

Name (s) in full

Mr.Naga Goverdhan Janapati

Mr.Adivi Leela Nagaraju

Signature(s)

Signature(s) _____

Govanathan (Ceev T.N.)

Signature(s) ,


I, hereby confirm that the transferor has signed before me.

Signature:

Witness: Name: _____

Address:

Transferee's Particulars

Name in full	Father's/ mother's/ Spouse name	Address & E-mail id	Occupation	Existing folio No., if any	Signature
(1)	(2)	(3)	(4)	(5)	(6)
KALLURI VENKATA NAGABHUSHANAM	NA	H.NO.6-3-286/2,3RD CROSS HASTHINAPURI COLONY SAINIKPURI,SECBAD-94	Private Employee	NA	

Folio No. of Transferee

14

Specimen Signature of Transferee

KVN
KVN Blun

Value of stamp affixed (Rs.): 10/-

Enclosures:

- (1) Certificates of shares
- (2) If no certificate is issued, letter of allotment.
- (3) Others, specify

Stamps:

For office use only

Checked by:

Signature tallied by:

Entered in the Register of Transfer on, 2021 vide Transfer No TR-__

Approval Date:, 2021

Power of attorney/Probate/Death Certificate/Letter of Administration Registered on at: N/A

No. N/A